

State of Nebraska - INVITATION TO BID

ONE TIME PURCHASE

Return to:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: 402-471-6500
 Fax: 402-471-2089

Date	12/4/20	Page	1 of 2
Solicitation Number	6429 OF		
Opening Date and Time	12/22/20	2:00 PM	
Buyer	CHRISTIE KELLY (AS)		

DESTINATION OF GOODS
 CORRECTIONS - CORNHUSKER STATE INDSTR
 800 PIONEERS BLVD
 LINCOLN NE 68502

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

One Time Purchase to supply and deliver Forklifts to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

No facsimile or email solicitation responses will be accepted on bids \$25,000 and over.

(12/2/20 ml)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FORKLIFT, 4 WHEEL, 5,000 LB MINIMUM CAPACITY, 36 VOLT ELECTRIC WITH CHARGING SYSTEM	5.0000	EA	\$32,116.00	\$160,580.00
2	FORKLIFT, 4 WHEEL, 6,000 LB MINIMUM CAPACITY,	1.0000	EA	\$32,856.00	\$32,856.00

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 2 % 15 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 160 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here _____
 (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# Submitted Registration Documents - 12/18/2020
 VENDOR: OCTANE Forklifts, Inc.
 Address: 4905 Lima Street
 Denver, CO 80239

Contact J.R. ANTCAZAK
 Telephone 844-628-2637
 Facsimile 303-997-6826
 Email JR@OCTANEFORKLIFTS.COM

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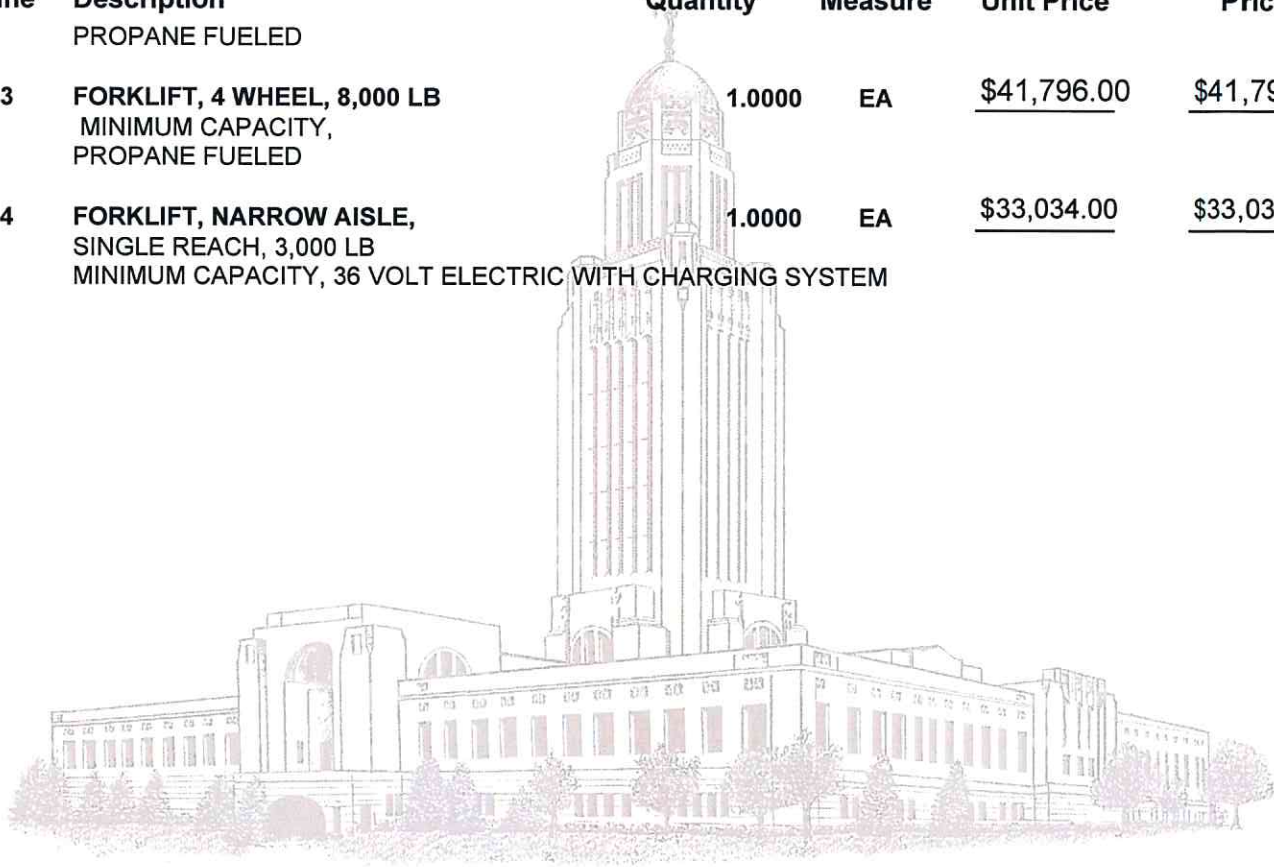
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	PROPANE FUELED				
3	FORKLIFT, 4 WHEEL, 8,000 LB MINIMUM CAPACITY, PROPANE FUELED	1.0000	EA	<u>\$41,796.00</u>	<u>\$41,796.00</u>
4	FORKLIFT, NARROW AISLE, SINGLE REACH, 3,000 LB MINIMUM CAPACITY, 36 VOLT ELECTRIC WITH CHARGING SYSTEM	1.0000	EA	<u>\$33,034.00</u>	<u>\$33,034.00</u>



INVITATION TO BID

Number 6429 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a one time purchase, ITB Number 6429 OF for the purpose of selecting a qualified Contractor to provide eight (8) Forklifts/Reach Trucks. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor's proposal or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire bid. Bidder(s) must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously must be manually signed in an indelible manner, or by DocuSign with the words "**PROPRIETARY INFORMATION**" or if submitting the bid electronically, as a separate electronic file that is titled "**PROPRIETARY INFORMATION**". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. BIDS WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or bid for this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid for this solicitation, specifically waives any copyright or other protection the contract, bid, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid for this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the bid being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid for the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the solicitation, awards, and other documents.

TABLE OF CONTENTS

INVITATION TO BID	i
TABLE OF CONTENTS	ii
GLOSSARY OF TERMS	iv
ACRONYM LIST	viii
I. PROCUREMENT PROCEDURE	9
A. GENERAL INFORMATION	9
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	9
C. SCHEDULE OF EVENTS	10
D. WRITTEN QUESTIONS AND ANSWERS	11
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)	11
F. ETHICS IN PUBLIC CONTRACTING	11
G. DEVIATIONS FROM THE INVITATION TO BID	11
H. SUBMISSION OF BIDS	11
I. BID PREPARATION COSTS	12
J. FAILURE TO COMPLY WITH INVITATION TO BID	12
K. BID CORRECTIONS	12
L. LATE BID	12
M. BID OPENING	13
N. INVITATION TO BID REQUIREMENTS	13
O. EVALUATION COMMITTEE	13
P. EVALUATION OF BIDS	13
Q. BEST AND FINAL OFFER	14
R. REFERENCE AND CREDIT CHECKS	14
S. AWARD	14
T. LUMP SUM OR" ALL OR NONE" BIDS	14
U. EMAIL SUBMISSIONS	14
V. BID TABULATIONS	14
W. REJECTION OF BIDS	15
X. RESIDENT BIDDER	15
II. TERMS AND CONDITIONS	16
A. GENERAL	16
B. NOTIFICATION	17
C. NOTICE (POC)	17
D. GOVERNING LAW (Statutory)	17
E. AMENDMENT	17
F. CHANGE ORDERS OR SUBSTITUTIONS	17
G. VENDOR PERFORMANCE REPORT(S)	18
H. NOTICE OF POTENTIAL CONTRACTOR BREACH	18
I. BREACH	18
J. NON-WAIVER OF BREACH	19
K. SEVERABILITY	19
L. INDEMNIFICATION	19
M. ATTORNEY'S FEES	20
N. CONFIDENTIALITY	20
III. CONTRACTOR DUTIES	21
A. INDEPENDENT CONTRACTOR / OBLIGATIONS	21
B. EMPLOYEE WORK ELIGIBILITY STATUS	21
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)	22
D. COOPERATION WITH OTHER CONTRACTORS	22
E. COST CLARIFICATION	22
F. PERMITS, REGULATIONS, LAWS	23
G. NOTICE OF POTENTIAL CONTRACTOR BREACH	23
H. ANTITRUST	23
I. CONFLICT OF INTEREST	23
J. ADVERTISING	24

K.	DRUG POLICY	24
L.	WARRANTY	24
IV.	PAYMENT	25
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	25
B.	TAXES (Statutory)	25
C.	INVOICES.....	25
D.	INSPECTION AND APPROVAL	25
E.	PAYMENT (Statutory).....	25
F.	LATE PAYMENT (Statutory).....	25
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory).....	26
H.	RIGHT TO AUDIT (First Paragraph is Statutory)	26
V.	SCOPE OF WORK	27
A.	SCOPE	27
VI.	TECHNICAL SPECIFICATIONS	28
A.	CONTRACTOR INSTRUCTIONS.....	28
B.	NON-COMPLIANCE STATEMENT	28
C.	TECHNICAL SPECIFICATIONS: FORKLIFT, 4 wheel, 5,000 lb minimum capacity, 36 volt electric with charging system (QTY 5).....	28
D.	TECHNICAL SPECIFICATIONS: FORKLIFT, 4 wheel, 6,000 lb minimum capacity, propane fueled (QTY 1)	30
E.	TECHNICAL SPECIFICATIONS: FORKLIFT, 4 wheel, 8,000 lb capacity, propane fueled (QTY 1).....	31
F.	TECHNICAL SPECIFICATIONS: FORKLIFT, narrow aisle, single reach, 3,000 minimum capacity, 36 volt electric with charging system (QTY 1).....	32
G.	ACCEPTABLE BRANDS	33
H.	DELIVERY ARO	33
I.	DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)	34
J.	QUALITY	34
K.	GRAY MARKET PRODUCTS PROHIBITION	35
L.	AUTHORIZED DEALER & WARRANTY	35
M.	WARRANTY	36
	Form A Contractor Contact Sheet.....	37

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order: After Receipt of Order.

Agency: Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House : Electronic network for financial transactions in the United States.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Best and Final Offer : In a competitive proposal, the final offer submitted which contains contractor's most favorable terms for price.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the proposal.

Bidder: A Vendor who submits a bid in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a proposal, purchase order or contract without expectation of conducting or performing at a later time.

Catalog/Non-Core: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items.

Central Processing Unit: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides Amendments to an executed purchase order.

Collusion: An agreement or cooperation between two (2) or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, goods or supplies; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two (2) or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named

competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive

Contract: An agreement between two (2) or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day-to-day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

Cooperative Purchasing: The combining of requirements of two (2) or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Core List: Items specifically listed on the solicitation upon which a bid is evaluated for award.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the Terms and Conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining a bid after opening to determine the Vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the bid that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a Vendor who has timely submitted a bid in connection with the award in question, to DAS or another designated Agency with the intention of achieving a remedial result.

Installation Date: The date when the procedures described in "Installation by Vendor", and "Installation by State", as found in the solicitation, or contract are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Bid: A bid that does not meet the requirements of the solicitation or cannot be evaluated against the other bids.

Invitation to Bid: A written solicitation utilized for obtaining competitive offers for goods and/or Services.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software, which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See "Mandatory".

National Institute for Governmental Purchasing Source used for assignment of universal commodity codes to goods and services.

Non-core: See Catalog.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the DAS,SPB.

Opening Date and Time: Specified date and time for the public opening of properly received bids electronically

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process, which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center: Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact: The person designated to receive communications and to communicate.

Pre-Bid Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/See "Grievance"

Public Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Quote: See "Bid".

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Vendor.

Release Date: The date of public release of the ITB to seek bids.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information: A general invitation to contractor is requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Responsible Vendor: A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Vendor: A Vendor who has submitted a bid, which conforms to all requirements of the solicitation document.

Shall: See "Mandatory".

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its Vendor, or market conditions.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function or is represented by the Vendor as functioning or being capable of functioning, as an entity.

Termination: Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using agency and submitted to SPB documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See "Mandatory"

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

ARO – After Receipt of Order

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

POC -- Point of Contact

RFI – Request for Information

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing eight (8) Forklifts at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The point of contact (POC) for the procurement is as follows:

ITB#: 6429 OF
Name: Christie Kelly
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release ITB	December 4, 2020
2.	Last day to submit written questions Upload electronic submissions via ShareFile to: https://nebraska.sharefile.com/r-rb138b97313624c13b01734bdc3f907c7	December 14, 2020
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 16, 2020
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 Electronic Bid Opening Electronically submitted bids are being accepted due to the challenges of COVID-19. Upload electronic submissions via ShareFile to: https://nebraska.sharefile.com/r-r11d9ae592f3048a28e29d091b8243515 IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS ARE SUBMITTED AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED.	December 22, 2020 2:00 PM Central Time
5.	Review for conformance with proposal requirements	December 22, 2020
6.	Contract finalization period	TBD
7.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract Award	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must should be submitted electronically to SPB and clearly titled "ITB Number 6429 OF; Powered Industrial Trucks Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder.. The contract will not incorporate any known or unknown assumptions of a Bidder

Questions should be uploaded using the following ShareFile link:

<https://nebraska.sharefile.com/r-rb138b97313624c13b01734bdc3f907c7>

It is recommended the Bidder submit questions using the following format:

ITB Section Reference	ITB Page Number	Question

Answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html#>

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a Contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

G. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF BIDS

The State is accepting only electronically submitted responses for this ITB.

It is the Bidders responsibility to ensure the bid is submitted and received by the date and time indicated in the Schedule of Events. All electronic bids must be received by the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. **No late bids will be accepted.**

The State shall not incur any liability for any costs incurred by bidders in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

The Invitation to Bid form must be manually signed in an indelible manner or by DocuSign and returned by the bid opening date and time along with the bidder's Invitation to Bid and any other requirements as stated in the Invitation to Bid document in order for the bidder's Invitation to Bid response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Invitation to Bid to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-responsive.

By signing the Invitation to Bid, the Bidder guarantees compliance with the provisions stated in this ITB.

BIDDERS SUBMITTING ELECTRONIC RESPONSES:

1. Bidders submitting electronically can upload the response via ShareFile here:
<https://nebraska.sharefile.com/r-r11d9ae592f3048a28e29d091b8243515>
2. ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge. The ITB, Cost Sheet (if applicable), and Proprietary Information (if applicable) Should be uploaded as separate and distinct files. If multiple bids are submitted, the State Will retain only the most recently submitted response.
3. **ELECTRONIC PROPOSAL FILE NAMES**
The Bidder Should clearly identify the uploaded ITB bid files. To assist in identification please use following naming convention:
 - a. ITB 6429 OF ABC Company
 - b. If multiple files are submitted for one ITB bid, add number of files to file names: ITB 6429 OF ABC Company File 1 of 2.
 - c. If multiple ITB bids are submitted for the same ITB, add the bid number to the file names: ITB 6429 OF ABC Company Proposal 1 File 1 of 2.

I. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Vendors in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH INVITATION TO BID

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

K. BID CORRECTIONS

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE BID

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

M. BID OPENING

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the proposal for goods, the buyer may read the proposals aloud or allow proposals to be available for viewing by the public during the proposal opening. Once the proposal opening has concluded, the proposals will not be available for viewing until the Intent to Award has been posted. An initial proposal tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released.

N. INVITATION TO BID REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Cost Sheet.

O. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

P. EVALUATION OF BIDS

All bids that are responsive to the solicitation will be evaluated based on the following:

1. Bid/Cost Bid

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the ITB cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);

3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Q. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a BAFO.

R. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

S. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure are available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

T. LUMP SUM OR" ALL OR NONE" BIDS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

U. EMAIL SUBMISSIONS

SPB will not accept proposals by email, electronic, voice, or telephone proposals **except** for one-time purchases under \$50,000.00.

V. BID TABULATIONS

Bid tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>

W. REJECTION OF BIDS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

X. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS


Contractors should complete Section II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the proposal with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State is soliciting proposals in response to the solicitation. The State reserves the right to reject proposals that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Contractor's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
 JRA			

The contract resulting from this solicitation shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

G. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JP JRA			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JK JRA			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JL JRA			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

J. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

K. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

M. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

N. CONFIDENTIALITY


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
 JRA			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the solicitation response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

E. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

F. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or

degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

L. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
JRA			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency” Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.


NE Department of Correctional Services
 Accounts Payable
 P.O. Box 94661
 Lincoln, Ne 68509-4661

Or via Email to dcs.accountspayable@nebraska.gov

Accounts Payable Contact (402) 479-5701

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)


The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
 JRA			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this solicitation to issue a purchase order for the item(s) requested.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the eight (8) Powered Industrial Trucks, whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the proposal for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the proposal.

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

Contractor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Contractor to qualify for the award.

“YES” response means the Contractor guarantees they can meet this condition.

“NO” response means the Contractor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Contractor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Contractor’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your proposal.
✓			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
✓			3. No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to the State Purchasing Bureau, E-mail questions to SPB. as.materiel purchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. TECHNICAL SPECIFICATIONS: FORKLIFT, 4 wheel, 5,000 lb minimum capacity, 36 volt electric with charging system (QTY 5)

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			a. Counterbalanced Sit-down electric rider lift truck with a minimum 5,000-pound capacity @ 24" load center
✓		48V Battery	b. 36-volt system
✓			c. Batteries come with a minimum full 5-year warranty.
✓		240V Charging System	d. 230-volt charging system
✓			e. 3 stage mast with a minimum 180" lift height List the total mast range here: <u>87.8"/189.1"</u>

✓			f. Minimum 48" high load back rest
✓			g. Mast tilt a minimum of 5 degree forward and 5-degree reverse
✓			h. class 2 standard tapered forks
✓			i. 4 function (2 Auxiliary) hydraulic Control Valve
✓			j. Mechanical Lever Hydraulic Controls – seat side
✓			k. Programmable Maintenance Reminder
✓			l. Rear drive handle with horn Button
✓			m. Mirrors, in cage mounted
✓			n. Power assist Braking
✓			o. Fire extinguisher, 2.5lb mounted, minimum
✓			p. Park break, automatic or manual
✓			q. Tilt Steering Column, Infinitely adjustable
✓			r. Power assist steering
✓			s. Steering wheel with integral spinner knob
✓			t. Seat with seat belt, (no cinch)
✓			u. Audible backup alarm
✓			v. Amber LED strobe light, key switch activated
✓			w. Work lights, halogen – 2 front and 1 rear
✓			x. Blue LED spotlight, rear mounted and reverse activated
✓			y. Hour Meter
✓			z. Battery state of charge meter
✓			aa. Telemetry fleet system compatible
✓			bb. UL Classification Type "E"
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATIONS: FORKLIFT, 4 wheel, 6,000 lb minimum capacity, propane fueled (QTY 1)

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			a. Counter balanced sit-down pneumatic lift truck, minimum 6,000 lb. capacity @ 24" load center
✓			b. UL Classification Type LP
✓			c. Heavy duty anti-clog radiator
✓			d. 3 stage mast with minimum 180" lift height
✓			e. Minimum 48" high load back rest
✓			f. Mast tilt at least 5 degree forward and 5-degree reverse
✓			g. class 3 standard tapered forks
✓			h. 4 function (2 Auxiliary) hydraulic Control Valve
✓			i. Programmable maintenance reminder
✓			j. Rear drive handle with horn button
✓			k. Mirrors in cage mounted
✓			l. Power assist braking
✓			m. Fire extinguisher, 2.5 lb. mounted
✓			n. Park brake, automatic or manual
✓			o. Tilt steering column, infinitely adjustable
✓			p. Power assist steering
✓			q. Steering wheel with integral spinner knob
✓			r. Seat with seat belt, (no cinch)
✓			s. Audible backup alarm
✓			t. Amber LED Strobe light, key switch activated
✓			u. Work lights, Halogen or LED, 2 front, 1 rear
✓			v. Blue LED Spotlight, rear mounted and reverse activated
✓			w. Hour meter
✓			x. Telemetry fleet system compatible

NOTES/COMMENTS:

E. TECHNICAL SPECIFICATIONS: FORKLIFT, 4 wheel, 8,000 lb capacity, propane fueled (QTY 1)

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			a. Counter balanced sit-down pneumatic lift truck, minimum 8,000 lb. capacity @ 24" load center
✓			b. UL Classification Type LP
✓			c. Heavy duty anti-clog radiator
✓			d. 3 stage mast with a minimum 180" lift height
✓			e. Minimum 48" high load back rest
✓			f. Mast tilt at least 5 degree forward and 5-degree reverse
✓			g. class 3 standard tapered forks
✓			h. 4 function (2 Auxiliary) hydraulic Control Valve
✓			i. Programmable maintenance reminder
✓			j. Rear drive handle with horn button
✓			k. Mirrors in cage mounted
✓			l. Power assist braking
✓			m. Fire extinguisher, 2.5 lb. mounted
✓			n. Park brake, automatic or manual
✓			o. Tilt steering column, infinitely adjustable
✓			p. Power assist steering
✓			q. Steering wheel with integral spinner knob
✓			r. Seat with seat belt, (no cinch)
✓			s. Audible backup alarm
✓			t. Amber LED Strobe light, key switch activated
✓			u. Work lights, Halogen or LED, 2 front, 1 rear
✓			v. Blue LED Spotlight, rear mounted and reverse activated

✓			w. Hour meter
✓			x. Telemetry fleet system compatible
NOTES/COMMENTS:			

F. TECHNICAL SPECIFICATIONS: FORKLIFT, narrow aisle, single reach, 3,000 minimum capacity, 36 volt electric with charging system (QTY 1)

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			a. Stand up narrow-aisle reach truck, minimum 3,000 lb. capacity @ 24" load center
✓			b. UL Classification Type "E"
✓		48V Battery	c. 36-volt system
✓			d. Batteries come with full 5-year warranty
✓		240V Charging System	e. 480-volt charging system
✓			f. 3 stage mast with a minimum 180" lift height
✓			g. Minimum 48" high load back rest
✓			h. Mast tilt at least 3- degree forward and 3-degree reverse
✓			i. class 3 standard tapered forks (36")
✓			j. Programmable maintenance reminder
✓			k. Hour meter
✓			l. Mirrors in cage mounted
✓			m. Fire extinguisher, 2.5 lb. mounted
✓			n. Park brake, automatic or manual
✓			o. Audible backup alarm
✓			p. Amber LED Strobe light, key switch activated
✓			q. Work lights, Halogen or LED, 2 front, 1 rear
✓			r. Blue LED Spotlight, rear mounted and reverse activated
✓			s. Telemetry fleet system compatible
NOTES/COMMENTS:			

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G. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓		OCTANE Branded Please see Salient Characteristics Page and Specifications Page	1. Accept able brands/models include but are not limited to: <ul style="list-style-type: none"> a. Hyster; E50M, H60XT, H80FT; N30ZDRS3 b. Yale, ERC050VC, GLP060UX, GPO50VX, GP080VX, NDR030DC, NDR030EC c. Crown: FC 5215-50, C5 1000-60, CGC35S-9, RR 5725-35
✓			2. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.
✓			3. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the proposal on the IDENTICAL equipment proposed.
✓			4. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the proposal document.
NOTES/COMMENTS:			

H. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓	160 Days ARO	1. Delivery desired within 120 days after receipt of order(s). Please state delivery after receipt of order for each location <ul style="list-style-type: none"> a. CSI Warehouse <u>160 Days ARO</u> b. CSI OCC <u>160 Days ARO</u> c. CSI TSCI <u>160 Days ARO</u> d. CSI LCC <u>160 Days ARO</u>
NOTES/COMMENTS: We manufacturer the forklift to the specifications listed in this bid. Standard Manufacturing process takes 160 Days to manufacture a forklift.			

I. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. CSI Warehouse 800 Pioneers Blvd Lincoln, NE 68502</p> <p>To receive One (1) 5000 lb. One (1) 6000 lb. and One (1) 8,000 lb.</p> <p>Please state delivery after receipt of order <u>160 Days ARO</u></p>
✓			<p>2. CSI – OCC 2323 Ave J Omaha, NE 68110</p> <p>To receive Two (2) 5,000 lb.</p> <p>Please state delivery after receipt of order <u>160 Days ARO</u></p>
✓			<p>3. CSI – TSCI 2725 NE-50 Tecumseh, NE 68450</p> <p>To receive One (1) 5,000 lb. and One (1) 3,000 lb.</p> <p>Please state delivery after receipt of order <u>160 Days ARO</u></p>
✓			<p>4. CSI-LCC 3216 W. Van Dorn St Lincoln, NE 68522</p> <p>To receive One (1) 5,000 lb.</p> <p>Please state delivery after receipt of order <u>160 Days ARO</u></p>
NOTES/COMMENTS:			

J. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Product must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.</p>
✓			<p>2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation.</p>
✓			<p>3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.</p>
NOTES/COMMENTS:			

K. GRAY MARKET PRODUCTS PROHIBITION

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
NOTES/COMMENTS:			

L. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
✓			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

M. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p>
<p>NOTES/COMMENTS:</p>			

Form A
Contractor Contact Sheet
Invitation To Bid Number 6429 OF

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the Contractor's name and address, and the specific person(s) who are responsible for preparation of the Contractor's response.

Preparation of Solicitation Contact Information	
Contractor Name:	OCTANE Forklifts, Inc.
Contractor Address:	4905 Lima Street Denver, CO 80239
Contact Person & Title:	J.R. ANTCZAK - PRESIDENT
E-mail Address:	JR@OCTANEFORKLIFTS.COM
Telephone Number (Office):	844-628-2637
Telephone Number (Cellular):	844-628-2637
Fax Number:	303-997-6826

Each Contractor shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor's response should become necessary.

Communication with the State Contact Information	
Contractor Name:	OCTANE Forklifts, Inc.
Contractor Address:	4905 Lima Street Denver, CO 80239
Contact Person & Title:	J.R. ANTCZAK - PRESIDENT
E-mail Address:	JR@OCTANEFORKLIFTS.COM
Telephone Number (Office):	844-628-2637
Telephone Number (Cellular):	844-628-2637
Fax Number:	303-997-6826

ADDENDUM ONE QUESTIONS and ANSWERS

Date: December 16, 2020

To: All Bidders

From: Christina Kelly, Buyer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for ITB Number 6429 OF to be opened December 22, 2020 Central Time

Following are the questions submitted and answers provided for the above-mentioned ITB. The questions and answers are to be considered as part of the ITB. It is the Bidder's responsibility to check the SPB website for all Addenda or Amendments.

<u>Question Number</u>	<u>6429 OF Section Reference</u>	<u>6429 Page Number</u>	<u>Question</u>	<u>State Response</u>
1	VI	28	While going over the specs for the 4-wheel 5,000 lbs electric I noticed you are asking for four function hydraulics and levers but there is nothing stating what attachment you are looking to have on the lift. (Example: Sideshifter requires only 3 functions and a side shifting fork positioner would require four functions). Let me know what the attachment is needed. Also there are no specific fork length requirements listed. Thank you!	Forks 1.75 x 4 x 48 FTP As for the hydraulic controls: Up/down Tilt forward/backwards Tines adjust narrow to wide and back Carriage side shifts left to right.
2	VI	28	What size forks are required for this lift (in inches)? For	All forklifts require 1.75" x 4" x 48" forks with the exception of the stand-up narrow-aisle reach truck. That will have 36" tines

			example, 42", 48", 54" etc.	
3	VI	28	Could you please explain what you require for the 2 auxiliary hydraulic valves? For example valve 1, raise and lower mast. Valve 2, tilt mast forward and backward. Valve 3 side-shift. Valve 4 fork positioner. Or do you want valve 3 and 4 to be open for other attachments?	Valve #1 to raised and lower mast Valve #2 to tilt mast forward and backwards Valve #3 to move tines in and out on carriage Valve #4 to move entire carriage left and right (side shift)
4	VI	28	Does this forklift require side-shifting capabilities (for example, does the carriage need to hydraulically move from right to left and vice versa)?	See question #3
5	VI	28	Does this forklift require fork positioner capabilities (for example, do the forks need to hydraulically spread out towards the edge of the carriage and back to the center of carriage)?	Yes, See question #3
6	VI	28	What type of tires are required on this forklift? Air Pneumatic? Solid Pneumatic? Etc.	All forklifts require solid pneumatic tires

7	VI	28	All other forklifts in this bid list "Halogen or LED" except for the 5,000 lb Electric forklift. Are LED lights acceptable for the 5,000 lb electric forklifts?	LED lights are preferred but some may only come with Halogen, which would be acceptable.
8	VI	30	g. Class 3 standard tapered forks. - What size forks are required for this lift (in inches)? For example, 42", 48", 54" etc.	All forklifts require 1.75" x 4" x 48" forks, With the exception of the stand-up narrow-aisle reach truck. That will have 36" tines
9	VI	30	h. 4 function (2 auxiliary) hydraulic Control Valve. Could you please explain what you require for the 2 auxiliary hydraulic valves? For example valve 1, raise and lower mast. Valve 2, tilt mast forward and backward. Valve 3 side-shift. Valve 4 fork positioner. Or do you want valve 3 and 4 to be open for other attachments?	Valve #1 to raised and lower mast Valve #2 to tilt mast forward and backwards Valve #3 to move tines in and out on carriage Valve #4 to move entire carriage left and right (side shift)
10	VI	30	Does this forklift require side-shifting capabilities (for example, does the carriage need to hydraulically move from right to left and vice versa)?	Yes, See question #9
11	VI	30	Does this forklift	Yes, See question #9

			require fork positioner capabilities (for example, do the forks need to hydraulically spread out towards the edge of the carriage and back to the center of carriage)?	
12	VI	31	g. Class 3 standard tapered forks. What size forks are required for this lift (in inches)? For example, 42", 48", 54" etc.	All forklifts require 1.75" x 4" x 48" forks with the exception of the stand-up narrow-aisle reach truck. That will have 36" tines
13	VI	31	h. 4 function (2 auxiliary) hydraulic Control Valve. Could you please explain what you require for the 2 auxiliary hydraulic valves? For example valve 1, raise and lower mast. Valve 2, tilt mast forward and backward. Valve 3 side-shift. Valve 4 fork positioner. Or do you want valve 3 and 4 to be open for other attachments?	Valve #1 to raised and lower mast Valve #2 to tilt mast forward and backwards Valve #3 to move tines in and out on carriage Valve #4 to move entire carriage left and right (side shift)
14	VI	31	Does this forklift require side-shifting capabilities (for example, does the carriage need to hydraulically move from right to left and vice versa)?	Yes, see question #13

15	VI	31	Does this forklift require fork positioner capabilities (for example, do the forks need to hydraulically spread out towards the edge of the carriage and back to the center of carriage)?	Yes, see question #13
16	VI	31	What type of tires are required on this forklift? Air Pneumatic? Solid Pneumatic? Etc.	All forklifts require solid pneumatic tires

This Addendum will become part of the ITB and should be acknowledged with the Invitation to Bid response.

ADDENDUM TWO, REVISED SCHEDULE OF EVENTS

Date: December 21, 2020

To: All Bidders

From: Christina Kelly, Buyer
AS Materiel Purchasing

RE: Addendum for ITB Number 6429 OF to be opened December 22, 2020 at 2:00 p.m. Central Time

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
4.	<p>Bid Opening</p> <p>Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508</p> <p>Electronic Bid Opening</p> <p style="color: red;">Topic: 6429 Forklifts</p> <p style="color: red;">Time: Dec 21, 2020 02:00 PM Central Time (US and Canada)</p> <p>Join Zoom Meeting</p> <p style="color: red;">https://us02web.zoom.us/j/2629176739?pwd=NkhobXNpOU94UmFmTG1wYmJqTXhpUT09</p> <p style="color: red;">Meeting ID: 262 917 6739</p> <p style="color: red;">Passcode: 5VwBuR</p> <p>Electronically submitted bids are being accepted due to the challenges of COVID-19.</p> <p>Upload electronic submissions via ShareFile to:</p> <p style="color: blue;">https://nebraska.sharefile.com/r-r11d9ae592f3048a28e29d091b8243515</p> <p>IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS ARE SUBMITTED AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED.</p>	<p>December 22, 2020 2:00 PM Central Time</p>
5.	Review for conformance with bid requirements	December 22, 2020
6.	Contract finalization period.	TBD

ACTIVITY		DATE/TIME
7.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract Award	TBD

This Addendum will become part of the proposal and should be acknowledged with the ITB.

PROPOSED UNIT SALIENT CHARACTERISTICS



FORKLIFT, 4 WHEEL, 5,000 LB

2021 OCTANE FB25 – *This equipment is manufactured in the United States of America*

MODEL 50 – 5,511 LBS Capacity @ 24in Load Center

48 Volt– Curtis AC System – EPA/CARB Compliant, Battery & Charger Included – Turn-Key Operation

S480 Mast – 87.8”/189.1” LOWERED/RAISED (3-Stage)

Solid Pneumatic Tires, Side-Shift w/ Fork Positioner, Telemetry Fleet System Compatible,

LED Light Package, 2 Head Lights, Amber Strobe Light, 1 BlueLight Spot Light (Rear Mounted),

1 Rear LED Work Light, Safety Back-up Alarm, Fire Extinguisher, Rear Grab Handle w/ Horn,

Programmable Maintenance Reminder, Ergonomic Hydraulic Levers,

48” High Load Backrest Extension, 48” Forks

12 month/ 2,000 hour Manufacturer Warranty | 60 month/ 10,000 hours Extended Warranty |

Operator & Service Manuals Included |

Shipping Included FOB - 160 Days ARO

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

22nd December 2020

**ATTN: CHRISTIE KELLY – BUYER
STATE OF NEBRASKA
STATE PURCHASING BUREAU
1526 K STREET, SUITE 130
LINCOLN, NEBRASKA 68508**

INVITATION TO BID (ITB) – FORKLIFTS

SOLICITATION: 6429 OF ITB

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



OCTANE FORKLIFTS

FB25

Electric Sit-Down

GENERAL

Model		FB25
Type		Sit-Down Electric Forklift
Mast Type		Base Mast
Load Capacity	lbs	5511
Load Center	in	24

DIMENSIONS

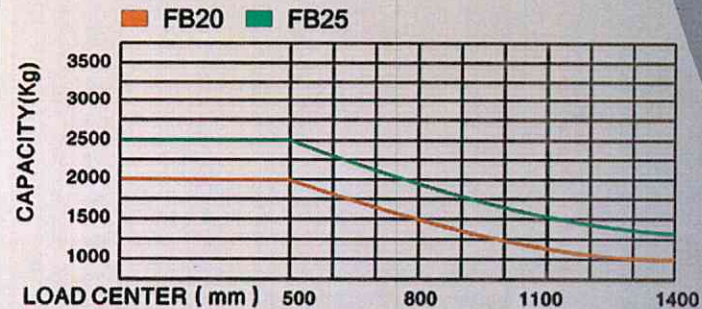
Overall Length without Forks	in	92.4
Overall Width	in	45.3
Overhead Guard Height	in	84.5
Wheelbase	in	63
Overhang Front/Rear	in	18.5 / 20.1
Tire Type		Pneumatic
Tire Size Front/Rear		7-12-12PR / 7-8-14PR
Minimal Ground Clearance	in	3.3
Minimal Turning Radius	in	81.7
Minimal Intersecting Aisle Width	in	90.7
Service Weight	lbs	9193

MAST SPECIFICATIONS

Lowered Mast Height	in	81.5
Raised Mast Height	in	118.1
Load Backrest Width/Height	in	44.9 / 40.9
Extended Mast Height with Backrest	in	159
Free Lift	in	44.5
Fork Size (Length x Width x Thickness)	in	42 x 4.7 x 1.4
Mast Tilt Front/Rear	deg	6 / 12
Max Lifting Speed (Empty)	in/s	22.4
Max Lifting Speed (Full)	in/s	16.1
Max Lowering Speed (Empty)	in/s	14.6
Max Lowering Speed (Full)	in/s	22.8
Tilt Forward Speed	in/s	7.7

ENGINE SPECIFICATIONS

Powerplant		Curtis AC
Power Type		Electric Rechargeable
Battery Voltage/Capacity	V/Ah	48/400
Brake Style		Electromagnetic / Regenerative
Max Driving Speed (Empty)	mph	10.6
Max Driving Speed (Full)	mph	9.9
Gradeability (Full)	%	20
Axle Loading Front/Rear (Full)	lbs	3500 / 5302
Axle Loading Front/Rear (Empty)	lbs	5302 / 5302



OCTANE FORKLIFTS

TYPE	MODEL	LOWERED HEIGHT	RAISED HEIGHT	FB20 (LBS)	FB25 (LBS)	MAST EXT W/LBR	FREE LIFT	TILT F/R
DUPLEX	M200	61.9	78.8	3986	4983	120.1		6/12
	M250	71.7	98.5	3986	4983	139.8		6/12
	M300	81.5	118.2	3986	4983	159.5		6/12
	M330	87.4	130.0	3986	4983	171.3		6/12
	M350	91.4	137.9	3986	4983	179.2		6/12
	M370	95.3	145.7	3986	4983	187.1		6/12
	M400	101.2	157.6	3986	4983	198.9		6/12
	M450	111.1	177.3	3596*3796	4295*4795	218.6		6/6
	M500	122.9	197.0	3197*3395	3395*4394	238.3		6/6
	M550	132.7	216.7	3095*3197	3094*3896	258.0		3/6
M600	144.6	236.4	1898*2996	1997*3596	277.7		3/6	
DUPLEX FFL	Z200	61.8	78.8	3986	4983	120.1	20.8	6/12
	Z250	71.7	98.5	3986	4983	139.8	30.7	6/12
	Z300	81.5	118.2	3986	4983	159.5	40.5	6/12
	Z330	87.4	130.0	3986	4983	171.3	46.4	6/12
	Z350	91.4	137.9	3986	4983	179.2	50.4	6/12
	Z370	95.3	145.7	3986	4983	187.1	54.3	6/12
	Z400	103.2	157.6	3986	4983	198.9	74.0	6/12
TRIPLEX	S370	73.4	145.7	3986	4983	187.1	32.9	6/6
	S400	77.4	157.6	3788	4785	198.9	36.8	6/6
	S435	81.9	171.3	3695*3796	4394*4795	211.5	41.3	6/6
	S450	83.9	177.3	3497*3596	4195*4695	217.4	43.3	6/6
	S480	87.8	189.1	3395*3596	3896*4594	229.3	47.2	6/6
	S500	90.4	197.0	3197*3497	3296*4495	237.1	49.8	6/6
	S550	98.3	216.7	2897*3395	2996*4295	256.8	57.9	3/6
	S600	105.0	236.4	1898*3197	1997*3596	276.5	64.2	3/6

FB20
Electric Sit-Down

FB25
Electric Sit-Down

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

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

PROPOSED UNIT SALIENT CHARACTERISTICS



FORKLIFT, 4 WHEEL, 6,000 LB

2021 OCTANE FY30 – *This equipment is manufactured in the United States of America*

MODEL 60 – 6,614 lbs Capacity @ 24in Load Center

PSI GM 3.0 – Tier 4 Final– EPA/CARB Compliant LPG FUEL Powerplant

S480 Mast – 88.0”/189.1” LOWERED/RAISED (3-Stage)

Solid Pneumatic Tires, Side-Shift w/ Fork Positioner, Telemetry Fleet System Compatible,

LED Light Package, 2 Head Lights, Amber Strobe Light, 1 BlueLight Spot Light (Rear Mounted),

1 Rear LED Work Light, Safety Back-up Alarm, Fire Extinguisher, Rear Grab Handle w/ Horn,

Programmable Maintenance Reminder, Ergonomic Hydraulic Levers, Heavy Duty Anti-Clog Radiator,

48” High Load Backrest Extension, 48” Forks

12 month/ 2,000 hour Warranty | 60 month/ 10,000 hour Extended Warranty |

Owner and Operator Manuals Included |

Shipping Included FOB - 160 Days ARO

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

OCTANE FORKLIFTS

FY30 LPG/GASOLINE

GENERAL

Model		FY30
Type		Sit-Down Dual Fuel
Mast Type		Base Mast
Load Capacity	lbs	6614
Load Center	in	24

DIMENSIONS

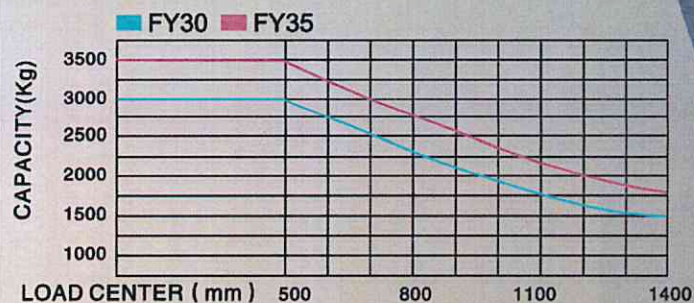
Overall Length without Forks	in	102.4
Overall Width	in	45.3
Overhead Guard Height	in	81.5
Wheelbase	in	63
Overhang Front/Rear	in	18.1 / 18.7
Tire Type		Air Pneumatic
Tire Size Front/Rear		28x9-15-12PR / 6.5-10-10PR
Minimal Ground Clearance	in	4.7
Minimal Turning Radius	in	90.9
Minimal Intersecting Aisle Width	in	93.7
Service Weight	lbs	7848

MAST SPECIFICATIONS

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

ENGINE SPECIFICATIONS

Manufacturer		PSI
Model		GM 3.0
Rated Output / R.P.M.	hp	65/2600
Rated Torque / R.P.M.	tq	158/1000
Number of Cylinders		4
Fuel Tank Capacity	G	15.9
Battery Voltage/Capacity	V/Ah	12V / 80Ah
Transmission FWD/RVS		1 / 1
Service Brake		Wet Multi-Disc



OCTANE FORHLIFTS

TYPE	MODEL	LOWERED HEIGHT	RAISED HEIGHT	FY30 (LBS)	FY35 (LBS)	MAST EXT W/LBR	FREE LIFT	TILT F/R
DUPLIX	M200	63.6	78.8	5986	6987	124.5		6/12
	M250	73.4	98.5	5986	6987	144.9		6/12
	M300	83.3	118.2	5986	6987	164.6		6/12
	M330	89.2	130.0	5986	6987	176.5		6/12
	M350	93.1	137.9	5986	6987	184.3		6/12
	M370	97.1	145.7	5986	6987	192.2		6/12
	M400	105.0	157.6	5899*5999	6402*7002	204.0		6/12
	M450	114.8	177.3	5498*5999	6000*6102	223.7		6/6
	M500	124.7	197.0	4799*5099	5002*5701	243.4		6/6
	M550	136.5	216.7	4500*4799	4601*5002	263.1		3/6
	M600	146.3	236.4	2298*4398	3600*4601	282.8		3/6
DUPLIX FFL	Z200	63.6	78.8	5986	6987	125.2	18.5	6/12
	Z250	73.4	98.5	5986	6987	144.9	28.3	6/12
	Z300	83.3	118.2	5986	6987	164.6	38.2	6/12
	Z330	89.2	130.0	5986	6987	176.5	44.1	6/12
	Z350	93.1	137.9	5986	6987	184.3	48.0	6/12
	Z370	97.1	145.7	5986	6987	192.2	52.0	6/12
	Z400	105.0	157.6	5798*5999	6600*7001	204.0	59.8	6/12
TRIPLEX	S370	73.6	145.7	5786	6587	192.0	28.7	6/6
	S400	77.6	157.6	5786	6587	203.9	32.7	6/6
	S435	82.1	171.3	5600*5798	6001*6600	217.6	37.2	6/6
	S450	84.1	177.3	5399*5600	5800*6202	223.6	39.2	6/6
	S480	88.0	189.1	4998*5600	5401*5800	235.4	43.1	6/6
	S500	90.8	197.0	4599*5099	5002*5602	243.3	45.9	6/6
	S550	99.2	216.7	4398*4799	4700*5002	263.0	54.5	3/6
	S600	105.7	236.4	3306*4630	3300*4400	282.7	61.2	3/6

FY30
Dual Fuel Sit-Down

FY35
Dual Fuel Sit-Down

All specifications are in imperial units of measurement - Specifications show De-Rating based on Mast Selection
* Represents De-Rating with Front Dual Drive Tires - if with Side-Shift, rated capacity shall be 331lbs less

PROPOSED UNIT SALIENT CHARACTERISTICS



FORKLIFT, 4 WHEEL, 8,000 LB

2021 OCTANE FY40s – *This equipment is manufactured in the United States of America*

MODEL 90 – 8,818 lbs Capacity @ 24in Load Center

PSI GM 4.3 – Tier 4 Final– EPA/CARB Compliant LPG FUEL Powerplant

S480 Mast – 93.3”/189.1” LOWERED/RAISED (3-Stage)

Solid Pneumatic Tires, Side-Shift w/ Fork Positioner, Telemetry Fleet System Compatible,

LED Light Package, 2 Head Lights, Amber Strobe Light, 1 BlueLight Spot Light (Rear Mounted),

1 Rear LED Work Light, Safety Back-up Alarm, Fire Extinguisher, Rear Grab Handle w/ Horn,

Programmable Maintenance Reminder, Ergonomic Hydraulic Levers, Heavy Duty Anti-Clog Radiator,

48” High Load Backrest Extension, 48” Forks

12 month/ 2,000 hour Warranty | 60 month/ 10,000 hour Extended Warranty |

Owner and Operator Manuals Included |

Shipping Included FOB - 160 Days ARO

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

OCTANE FORHLIFTS

TAA / BAA / NAFTA / U.S. MANUFACTURER

FY40s

LPG/GASOLINE

GENERAL

Model		FY40s
Type		Sit-Down Dual Fuel
Mast Type		Base Mast
Load Capacity	lbs	8818
Load Center	in	24

DIMENSIONS

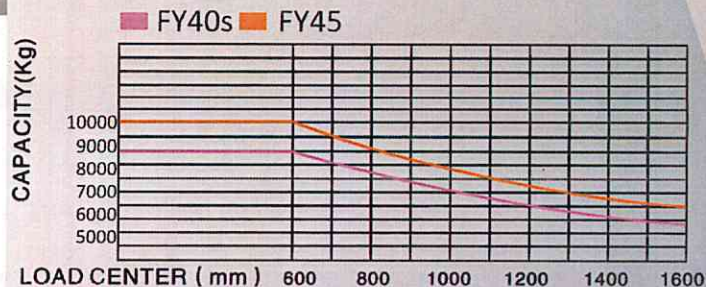
Overall Length without Forks	in	126.8
Overall Width	in	59.5
Overhead Guard Height	in	91.3
Wheelbase	in	82.7
Overhang Front/Rear	in	22.4 / 23.5
Tire Type		Air Pneumatic
Tire Size Front/Rear		11.8-15-8PR / 7-12-12PR
Minimal Ground Clearance	in	6.3
Minimal Turning Radius	in	114.2
Minimal Intersecting Aisle Width	in	114.9
Service Weight	lbs	14220

MAST SPECIFICATIONS

Lowered Mast Height	in	91.7
Raised Mast Height	in	118.1
Load Backrest Width/Height	in	47.2 x 43.6
Extended Mast Height with Backrest	in	161.7
Free Lift	in	44.5
Fork Size (Length x Width x Thickness)	in	48 x 5.9 x 1.9
Mast Tilt Front/Rear	deg	6 / 12
Max Lifting Speed (Empty)	in/s	22.4
Max Lifting Speed (Full)	in/s	16.1
Max Lowering Speed (Empty)	in/s	14.6
Max Lowering Speed (Full)	in/s	22.8
Tilt Forward Speed	in/s	7.7

ENGINE SPECIFICATIONS

Manufacturer		PSI
Model		GM 4.3
Rated Output / R.P.M.	hp	132/3000
Rated Torque / R.P.M.	tq	240/2400
Number of Cylinders		6
Fuel Tank Capacity	G	37
Battery Voltage/Capacity	V/Ah	12V / 80Ah
Transmission FWD/RVS		2 / 2
Service Brake		Wet Multi-Disc



OCTANE FORKLIFTS

TYPE	MODEL	LOWERED HEIGHT	RAISED HEIGHT	FY40s (LBS)	FY45 (LBS)	MAST EXT W/LBR	FREE LIFT	TILT F/R
DUPEX	M200	79.6	78.8	9053	10061	144.4		6/12
	M250	83.5	98.5	9053	10061	152.2		6/12
	M300	89.4	118.2	9053	10061	164.1		6/12
	M330	95.3	130.0	9053	10061	175.9		6/12
	M350	99.3	137.9	9053	10061	183.8		6/12
	M370	103.2	145.7	9053	9678*10081	191.6		6/12
	M400	111.1	157.6	9053	9275*10081	203.5		6/12
	M450	120.9	177.3	8065*9072	8669*9878	223.2		6/6
	M500	130.8	197.0	7258*8669	7864*9072	242.9		6/6
	M550	142.6	216.7	6049*7661	6854*8267	262.6		3/6
M600	152.4	236.4	5040*6653	5443*7057	282.3		3/6	
DUPEX FFL	Z200	79.5	78.8	9053	10061	144.4	29.3	6/12
	Z250	83.5	98.5	9053	10061	152.2	33.2	6/12
	Z300	89.4	118.2	9053	10061	164.1	39.2	6/12
	Z330	95.3	130.0	9053	10061	175.9	45.1	6/12
	Z350	99.2	137.9	9053	10061	183.8	49.0	6/12
	Z370	103.2	145.7	9053	9678*10081	191.6	52.9	6/12
	Z400	111.1	157.6	8669*9072	9275*10081	203.5	58.9	6/12
TRIPLEX	S370	79.0	145.7	8853	9678*9879	192.2	32.9	6/6
	S400	82.9	157.6	8669*8871	9072*9475	204.0	36.8	6/6
	S435	87.4	171.3	8267*8871	8669*9275	217.8	41.3	6/6
	S450	89.4	177.3	7864*8871	8468*9275	223.7	43.3	6/6
	S480	93.3	189.1	7661*8669	8065*9072	235.6	47.2	6/6
	S500	95.9	197.0	7258*8465	7661*8669	243.4	49.8	6/6
	S550	102.4	216.7	5845*7460	6250*7864	263.1	56.3	3/6
	S600	113.0	236.4	4839*6451	5243*6854	282.8	66.9	3/6

FY40s

Dual Fuel Sit-Down

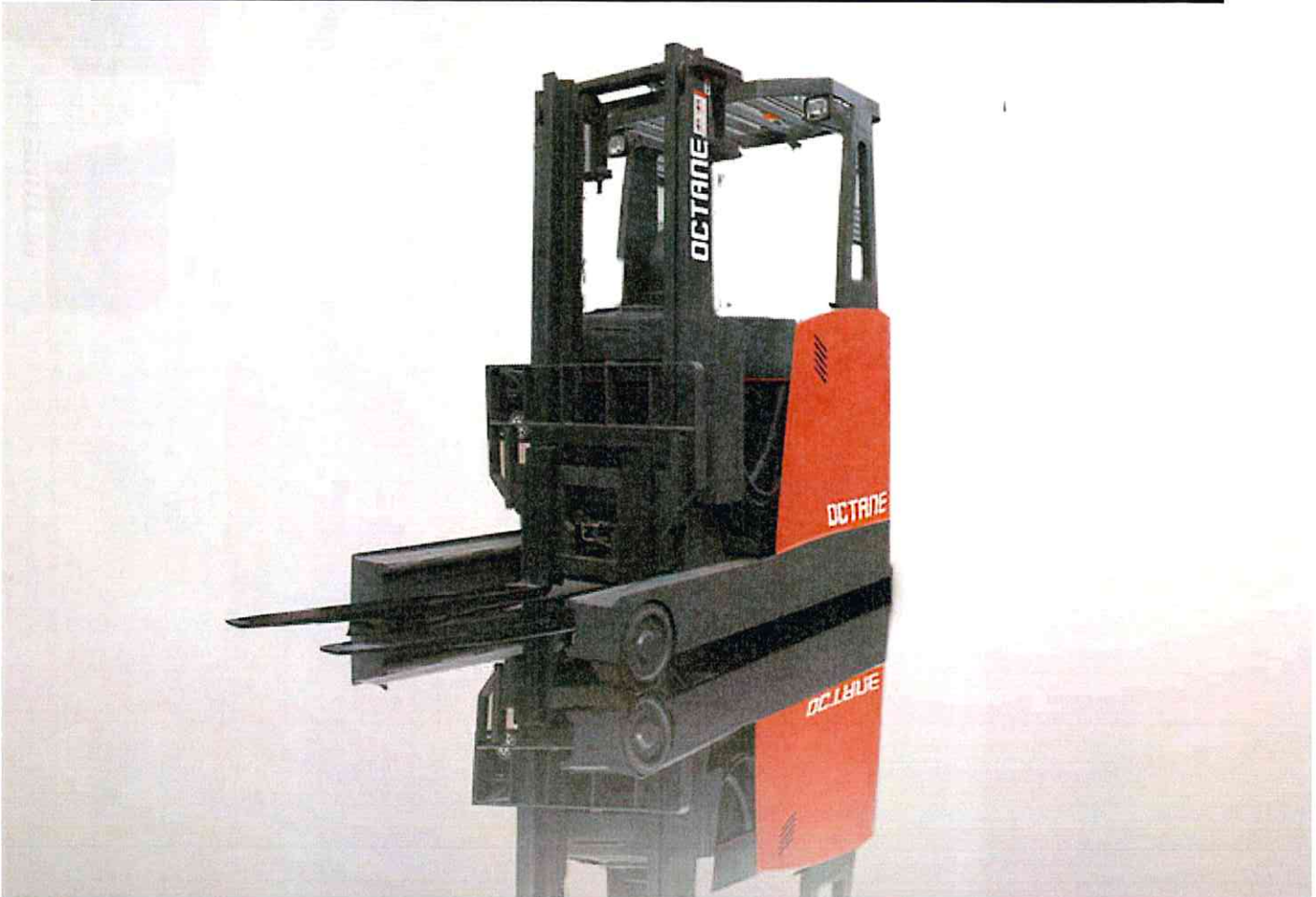
FY45

Dual Fuel Sit-Down

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

* Represents De-Rating with Front Dual Drive Tires - if with Side-Shift, rated capacity shall be 441lbs less

PROPOSED UNIT SALIENT CHARACTERISTICS



FORKLIFT, NARROW AISLE

2021 OCTANE FBR15 – *This equipment is manufactured in the United States of America*

MODEL 30r – 3,307 lbs Capacity @ 24in Load Center

48 Volt– Curtis AC System – EPA/CARB Compliant, Battery & Charger Included – Turn-Key Operation

S480 Mast – 88.2”/196.9” LOWERED/RAISED (3-Stage)

Solid Pneumatic Tires, Telemetry Fleet System Compatible,

LED Light Package, 2 Head Lights, Amber Strobe Light, 1 BlueLight Spot Light (Rear Mounted),

1 Rear LED Work Light, Safety Back-up Alarm, Fire Extinguisher, Programmable Maintenance Reminder,

48” High Load Back Rest Extension, 36” Forks

12 month/ 2,000 hour Warranty | 60 month/ 10,000 hour Extended Warranty |

Owner and Operator Manuals Included

Shipping Included FOB - 160 Days ARO

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

J.R. Antczak | President

JR@OctaneForklifts.com

OCTANE Forklifts, Inc.

4905 Lima Street

Denver, CO 80239, U.S.A.

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

OCTANE FORKLIFTS

FBR15 ELECTRIC REACHTRUCK

GENERAL

Model		FBR15
Type		Electric Reachtruck
Mast Type		Base Mast
Load Capacity	lbs	3307
Load Center	in	24

DIMENSIONS

Overall Length without Forks	in	94.1
Overall Width	in	43.3
Overhead Guard Height	in	83.2
Wheelbase	in	58.3
Overhang Front/Rear	in	N/A
Tire Type		Polyurethane
Tire Size Front/Rear		4.9 x 2.9 x 4 / 13.5 x 5.3
Minimal Ground Clearance	in	1.9
Minimal Turning Radius	in	68.5
Minimal Intersecting Aisle Width	in	120.3
Service Weight	lbs	5291

MAST SPECIFICATIONS

Lowered Mast Height	in	88.2
Raised Mast Height	in	196.9
Load Backrest Width/Height	in	36.5 / 24
Extended Mast Height with Backrest	in	142.1
Free Lift	in	55.1
Fork Size (Length x Width x Thickness)	in	42 x 4.7 x 1.4
Mast Tilt Front/Rear	deg	2 / 3
Max Lifting Speed (Empty)	in/s	8.5
Max Lifting Speed (Full)	in/s	7.4
Max Lowering Speed (Empty)	in/s	7.1
Max Lowering Speed (Full)	in/s	9.2
Tilt Forward Speed	in/s	8.5

ENGINE SPECIFICATIONS

Powerplant		Curtis AC
Power Type		Electric Rechargeable
Battery Voltage/Capacity	V/Ah	48/420
Brake Style		Electromagnetic / Regenerative
Max Driving Speed (Empty)	mph	5.9
Max Driving Speed (Full)	mph	5.6
Gradeability (Full)	%	15
Axle Loading Front/Rear (Full)	lbs	3087 / 3307
Axle Loading Front/Rear (Empty)	lbs	3307 / 3307



Features and Advantages:

- Low center of gravity provides stability
- Finger-tip joystick controls, step-less speed control for driving, lifting and lowering speed in adjustable.
- Low-Battery protection protects battery and dramatically extends the life of the battery.
- AC motor eliminates the need to replace the internal carbon brush component and provides for strong acceleration performance and allows for regenerative braking function.

2020 OCTANE FORKLIFTS COLOR OPTIONS



FACTORY STANDARD OCTANE ORANGE

OCTANE YELLOW



OCTANE RED



OCTANE BLUE



OCTANE WHITE



OCTANE GREEN



OCTANE GREY



OCTANE BLACK



OCTANE OLIVE



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

Certificate of Compliance

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

January 1, 2020

To: Valued Customer

Re: Buy American Compliance

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

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

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

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

52.225-6 Trade Agreements Certificate.

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

Trade Agreements Certificate (MAY 2014)

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

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

Other End Products

Line Item No.:	Country of Origin:

(List as necessary),

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

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

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

Client Confidentiality Compliance Letter

January 1, 2020

To: Valued Customer

Re: Client Confidentiality Compliance Letter

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

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

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

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

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

To respect our Client Confidentiality we can only refer you to a public website that has Federal information for past performance. www.FPDS.gov

OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

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

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

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

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

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

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

1. Exclusive and Express Warranty Coverage and Coverage Limitations:

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

1.2 High-Cost Emissions Components for Motor: A component covered by the emissions-related warranty (as set forth above in writing) with a replacement cost, at a time of certification, that exceeds \$400. Components that are not directly involved with fuel control or the emission control system - as well as the accessories manufactured or supplied/attached by (and sold to OCTANE Forklifts for installation) - will be free from defects in material and workmanship for a period of 1 year or 2000 hours, whichever occurs first. Replacement parts may be new, re-manufactured, reconditioned, or repaired depending on the specific component and particular circumstances involved.

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

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

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

OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

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

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

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

2. Warranty Disclaimers, Exclusions, and Invalidity:

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

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

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

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

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

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

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

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

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

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

OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY

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

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

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

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

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

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



New & Used Equipment Plans

Powertrain Plan Option Covered Components

ELECTRIC LIFT COMPONENTS

- Battery Chargers
- Drive Motors
- Drive/Steer Controllers
- Electric Motors (excluding brushes)
- Power Modules

TRANSMISSION/AXLES/HYDROSTATICS

All internally lubricated parts including

- Axle Housing
- Axle Shaft
- Clutch Disks (Wet Only)
- Clutch Plates (Wet Only)
- Differential Housing
- Differential Pinion Gear/Ring Gear
- Drive Axle Hub
- Drive Shaft with Universal Joints
- Drive Shaft Support Bearing
- Final Drive Pinion
- Final Drive Planetary Gears
- Hydraulic Drive/Travel Motor
- Hydraulic Drive Pump
- Hydraulic Transmission-Control Valve
- Hydrostatic/Hydraulic Pump Drives
- Hydrostatic Motor
- Hydrostatic Transmission Charge Pump
- Hydrostatic Transmission Pump
- Internal Lubricated Clutch Housing
- Internal Transmission Control Linkage
- Internal Wet Service Brakes
- Planetary Gear Carrier
- Torque Converter
- Torque Converter Pump
- Torque Hubs
- Transmission Case
- Transmission Gears, Bearings & Shafts
- Transmission Pump
- 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_2017_NEW&USED_ELECTIRC INDUSTRIAL FORKLIFTS_PT_mps_en

Customer Signature

Date

Dealer Signature

Date



AmTrust North America
An AmTrust Financial Company

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.

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

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Customer Signature

Date

Dealer Signature

Date

