

OFFICE OF THE SCOTT COUNTY FLEET MANAGER

950 East Blackhawk Trail
Eldridge, Iowa 52748

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www.scottcountyiaowa.com



January 15, 2019

TO: Mahesh Sharma, County Administrator

FROM: Barbara Pardie, Fleet Manager

SUBJ: Approval of the Purchases of One Electric Forklift for Facilities and Support Services (FSS)

The Purchasing Division has solicited bids for one electric forklift, for the FSS department. This is a replacement purchase. Replacement eligibility was analyzed using the American Public Work Association (APWA) Fleet Replacement Guideline. The point ranges are:

Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
23 to 27 points	Condition III	Qualifies for replacement
28 points and above	Condition IV	Needs immediate consideration

Below is the projected vehicle being replaced:

Asset	Hours	Replacement Score	Replacement Condition
5149: 2003 CLARK TMG17	541	40	Needs Immediate Consideration

Below summarizes the bids that were received:

Dealership/Location	Model	Base Price	Delivery Cost	Net Cost
Octane Forklifts, Denver, CO	2019 Octane FB18	\$ 21,900.00	Included in Base Price	\$ 21,900.00
Technology International Inc , Lake Mary,FL	Doosan B20	\$ 39,048.00	Included in Base Price	\$ 39,225.00

The low bid for the forklifts was Octane Forklifts, Denver, CO at \$21,900.00 including delivery. Recommend awarding bid to Octane Forklifts, Denver, CO.

I will be in attendance at the next Committee of the Whole meeting to discuss this purchase and to answer any questions you or the Board may have.

CC: Tammy Speidel
Jon Burgstrum

27 December 2018

ATTN: BARB SCHLOEMER
600 WEST FOURTH STREET
DAVENPORT, IA 52801

SOLICITATION: 19423

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



2019 OCTANE FB18 – *This equipment is manufactured in the United States of America*
3,968 LBS Capacity, @24” Load Center
M350 Mast 88.2/137.8 LOWERED/RAISED
Air Pneumatic Tires, 44” Forks, 110v Standard Wall Charger
12month/2,000hour Warranty
All Specifications Met or Exceeded - FOB 120 Days
****Final Assembly USA*(TAA, BAA, NAFTA) Compliant***

J.R. Antczak
,Senior Vice-President
JR@OctaneForklifts.com
OCTANE Forklifts Inc.
DUNS (011723445) – FEIN (26-1129432)

Scott County Administration
Purchasing Division
600 West Fourth Street, Davenport, Iowa 52801-1030

REQUEST FOR QUOTATION
Scott County Requisition No. **19423**
Bidders need to complete and submit this form.

Submission Date: 1/7/2019	10:00 a.m.
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Sty	Description
1	New Electric Forklift
	Specifications #2018-14 attached (Pages 1-2)
	Submit responses to www.publicpurchase.com
	Please register at www.publicpurchase.com
	price quotation good for 60 days
	Delivery Included
	From time to time it may be necessary to change or modify a request for purchase. If you have received this request from any other source other than direct fax or email from Scott County, it is your responsibility to check for updates and/or changes to the request. If you would like to receive automatic updates please register your company in our vendor data base by using our website, www.scottcountyiowa.com

Scott County reserves the right to accept the bid from the lowest responsible bidder.

Quote submitted by:

JR Antczak
Name

Senior Vice President
Title

OCTANE Forklifts Inc
Company

12/27/2018
Date

Released by:
(Scott County Use Only)

Date: 12/19/2018
Time: 10:30 a.m.

PLEASE NOTE:

Bidders must provide an estimated delivery date in their bid response!

Company Contact Information:	Phone: <u>(844) 628-2637</u>
	E-Mail: <u>JR@OctaneForklifts.com</u>

“By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.”



Scott County of Iowa

December 18, 2018

Specification # 2018-14

Page 1 of 2

(1) NEW 4K ELECTRIC FORKLIFT

A: TYPE: (1)-New and unused 4K lb. (120v) Electric Forklift

B. Max Lift Weight: 3,600 lbs.

C. Max Lift Height: 11' min.

D. Max Width: 40"

E. Max Length: 10 ft. overall with forks

F. Fork Length: 44"

G. Charging System: 120v standard wall plug in

H. ROPS: Standard

SERVICE FACILITIES: The vendor (no brokerage) or the same manufacture's dealership shall operate a service facility capable of performing most repairs associated with the equipment they present. This facility shall be located within 60 miles of Scott County, and be stocked with common replacement and high wear parts, as may be designated by the equipment manufacturer, and approved by Scott County.

Comply Exception

Quotation

Company Name and Address

OCTANE Forklifts Inc

4905 Lima Street

Denver, CO 80239

Contact Information

JR Antczak / Senior VP

MAKE: Octane MODEL: FB18 YEAR: 2019

Vehicle Base Price: \$21,900.00

Delivery Costs: Included

Total Purchase Price: \$21,900.00

OCTANE FORKLIFTS

Electric Forklift Model 35 with Curtis AC Control System

No	Specifications		Unit	
1	Length	without fork		82.3
		with fork		124.8
2	Width	tires (outside)	in	43.3
		chassis		44.5
3	Height	mast lowered	in	88.2
		overhead guard		88.6
		mast extended (with backrest)		181.4
4	Distance from seat surface to overhead guard		in	42.4
5	Fork Size (L*W*T)		in	42.1 x 4.9 x 1.77
6	Fork Spacing (outside)		in	9.4~40.9
7	Load backrest width/height		in	47.2 x 43.6
8	Wheelbase		in	57.5
9	Overhang	Front	in	16.1
		Rear		10.8
11	Tire	Front		18 x 7 - 8 - 14PR
		Rear		16 x 6 - 8 PR
12	Min. Ground Clearance	Chassis	in	3.5
		Mast		2.7
		Counterweight		4.5
13	Lift height		in	137.8
14	Free Lift		in	44.5
15	Mast Tilt	Front	Deg.	5
		Rear		7
16	Max Lifting Speed (empty)		in/sec	8.7
17	Max Lifting Speed (full)		in/sec	11.8
18	Max Lowering Speed (empty)		in/sec	12.5
19	Max Lowering Speed (full)		in/sec	14.1
20	Tilt forward speed		°/S	7.9
21	Min. turning radius		in	66.5
23	Min. intersecting Aisle width		in	85.1
24	Powerplant			Curtis AC
25	Max driving Speed (empty)		mph	12
26	Max driving Speed (full)		mph	10.2
27	Rated Capacity		lbs	3968
28	Load center		in	24
29	Gradeability (full)		%	15
33	Axle Loading, Front/Rear (full)		lbs	3968/5514
34	Axle Loading, Front/Rear (empty)		lbs	5514
35	Service Weight		lbs	7055
36	Battery		V/Ah	80v/500ah
37	Power type			Electric
38	Engine model			AC-60
39	Rated output/r.p.m.		kw	15
40	Max. torque/r.p.m		kw	15
	Min. torque/r.p.m		kw	15
41	No.of Cylinder			N/A
42	BorexStroke		in	N/A
43	Displacement		cc	N/A
44	Fuel Tank Capacity		G	N/A



Octane Forklifts Warranty Policy

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

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

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

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

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

Examples or demonstrator-models of Forklifts, that were or are exhibited to Buyers, are for general informational purposes **only** and do **NOT** create or constitute a warranty by sample/model, or otherwise have any legal effect.

The Buyer's sole and exclusive remedy and Octane's sole and exclusive liability, with respect to **ANY** breach of the written Warranties, as set forth in this written document, shall be, at Octane's sole and exclusive option, the **repair, refurbishment, or replacement** of the defective or nonconforming Forklift (or part or component), **as set forth below in writing**.

1. Exclusive and Express Warranty Coverage and Coverage Limitations:

1.1 Limited Emissions Components for GM 3.0L/4.3L, Nissan K25, PSI 2.4L/3.0L/4.3L, Cummins (All Platforms), Curtis AC Powerplants - 3 years or 2500 hours. Related components include any engine parts related to the following systems: Air-induction system. Fuel System. Ignition System. Exhaust Gas Recirculation Systems. Catalyst. Crankcase Ventilation Valves. Sensors. Electronic Control Units. Malfunction Indicator Light. Fuel Tank. Fuel Cap. Fuel Line. Fuel Line Fittings and Clamps. Pressure Relief Valves. Control Valves. Control Solenoids and Electronic Controls. Vacuum Control Diaphragms. Control Cables. Control Linkages. Purge Valves. Vapor Hoses. Liquid/Vapor Separator. Carbon Canister. Canister Mounting Brackets. Carburetor Purge Port Connector. * Emission related components also include any other part whose only

purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine/equipment performance.

1.2 High-Cost Emissions Components for GM 3.0L/4.3L, Nissan K25, PSI 2.4L/3.0L/4.3L, Cummins (All Platforms) Motor: A component covered by the emissions-related warranty (as set forth above in writing) **with a replacement cost, at a time of certification, that exceeds \$400.** Components that are not directly involved with fuel control or the emission control system – as well as the accessories manufactured or supplied/attached by IMPCO Technologies (and sold to Octane Forklifts for installation in IMPCO certified engines) - will be free from defects in material and workmanship for a period of **1 year or 2000 hours, whichever occurs first.** Replacement parts may be new, remanufactured, reconditioned, or repaired depending on the specific component and particular circumstances involved.

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

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

1.4 Cummins Diesel Extended Major Component Warranty- 3 years or 10,000 hours. Applicable to: *Registered Parts Only Cylinder Block, Camshaft, Crankshaft, Connecting Rod. Coverage begins on the expiration of the Base Engine Warranty and ends at the time or hour limitation listed above, whichever comes first, after the warranty start date.

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

1.6 Octane Limited Warranty- 6 months or 1000 hours. Applicable to the following: Forks, Wheel Hub, Wheel Rim, Mast, Overhead Guard, Muffler, Counter Weight, Steering Wheel, Gear Box, Driving Axle, Mast Bearing, Wheel Brake, Steering Axle, Redirector, Gear Pump, Flow Regulator, Chain, Sprocket, Lifting Cylinder, Tilting Cylinder, Control Valve, High-pressure Hose, and Radiator.

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

2. Warranty Disclaimers, Exclusions, and Invalidity:

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

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

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

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

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

3 Components and Parts Warranty-Return Procedure: Do not return any parts unless requested. Return parts must be cleaned and fully assembled. Parts must be shipped on a prepaid basis.

Octane Forklifts will **NOT** accept a claim-application for warranty coverage, **if** Octane Forklifts requests the return of the subject components or parts, **but** Octane Forklifts does **NOT** receive the components/parts within **30 days** of the date on which Octane Forklifts emailed the return-request.

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

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

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

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

There are no exceptions. Claim-applications that Octane Forklifts returns, "for correction and resubmission", must be corrected and received by Octane Forklifts, as above-described, within **30 days** after Octane Forklift emails to the claimant a returned, correction/resubmission email-reply. Octane Forklift will **NOT** accept claim-applications that Octane Forklifts does **NOT** receive within 30 days after Octane Forklifts emails a returned, correction/resubmission email-reply.

Octane Forklifts will provide to a claimant **ONLY two opportunities** to submit to Octane Forklifts a claim-application: (1) an original claim-application and (2) a correction/resubmission claim-application, which Octane Forklifts must receive strictly in compliance with the above-described procedure, requirements, and timeframe. **After** Octane Forklifts provides the above-described, **second opportunity** - the correction/resubmission opportunity, Octane Forklifts will **NOT** accept any claim-application that is not resubmitted in **strict compliance** with the above-described procedure, requirements, and timeframe.

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

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

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

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

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

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 24, 2019

A RESOLUTION APPROVING THE AWARD OF BID FOR THE
PURCHASE OF ONE, ELECTRIC FORKLIFT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the bid for one 2019 Octane Forklift for Facility and Support Services is approved and hereby awarded to Octane Forklift, Denver, CO, in the amount of \$ 21,900.00.
- Section 2. This resolution shall take effect immediately.