

**ProLift Toyota Material Handling**  
124 Westhampton Dr  
Lexington, KY 40511-1076  
Phone: 859-253-3424  
Fax: 859-254-0439  
[www.proliftequipment.com](http://www.proliftequipment.com)

August 30, 2022

R. Sword  
Lexington Fayette Urban  
360 Thompson Rd  
Lexington, KY 40508-2045

Dear R.Sword.:

We are pleased to submit the attached Toyota Internal Combustion Lift Truck quotation for your review and approval.

As an authorized Toyota dealer, ProLift Toyota Material Handling can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Pete Sackleh  
Sales Consultant - Material Handling  
Phone: 859-253-3424  
Fax: 859-254-0439  
E-mail: [psackleh@prolifttoyota.com](mailto:psackleh@prolifttoyota.com)

A promotional banner for Toyota's 360 Support Plus program. On the left, there is a logo with the number "360" in a large, stylized font, with "SUPPORT" written below it. To the right of the logo is a photograph of three people (two men and one woman) wearing work clothes and safety vests, standing together. To the right of the photo, the text "UPGRADE TO TOYOTA 360 SUPPORT PLUS!" is written in large, bold, orange and black letters. Below this text, in smaller black font, it says "Includes 1 year of scheduled planned maintenance (up to 4) and additional product assurance." The background of the banner is a light, textured grey.

\*Not applicable to all models. See here for more details: [www.ToyotaForklift.com/360-support](http://www.ToyotaForklift.com/360-support)  
encl

To: Lexington Fayette Urban  
360 Thompson Rd  
Lexington, KY 40508-2045  
Attn: R. Sword

UpDated: August 30, 2022  
Our Ref: 41155960  
Phone: 859-258-3000  
Fax:

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

***Toyota...Proud to be the world's #1 forklift manufacturer!***

**TOYOTA MODEL 50-8FGU25**, Internal Combustion Lift Truck, quality engineered with the following specification:

- Pneumatic Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment, and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

**SYSTEM OF ACTIVE STABILITY™ (SAS)**

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:** Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):** Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.



*Photo may portray optional equipment not included in your quotation.*

**AUTOMATIC FORK LEVELING**

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

**TOYOTA ENGINE**

Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industry's most respected industrial engines.

**PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT**

Operator comfort is taken to a new level with Toyota's Premium, 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be comfortable and productive throughout their shift. Standard orange, non-cinching seat belt provides additional comfort in applications requiring frequent reverse travel.

#### **LCD MULTI-FUNCTION DISPLAY II**

Features on the new MFD II include data log functions, fuel information, & operation data log all with QR code output; fuel gauge (excluding LP); and password protected administrator level access that can manipulate functions such as travel, vehicle management, and operation data log functions.

#### **Mast**

4-Stage (QFV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications:

Maximum Fork Height - 240"

Overall Lowered Height - 84.8"

Free Lift - 35.0" with standard Load Backrest

#### **Lifting Capacity**

**Base Model Capacity - 5,000 lbs. @ 24" load center**

**Actual Capacity, based on quoted specifications, - 3,800 lbs. @ 24" load center to 240" MFH**

*Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.*

#### **Tilt**

6 degrees forward and 3 degrees backwards

#### **Carriage**

ITA Hook Type 40Carriage

#### **Attachments**

**4 Way Valve (With 3rd & 4th Function Hosing)**

#### **Speeds**

Travel Speed: 11.20 mph    Lift Speed: 118 fpm

#### **Engine**

Toyota 2.2L 4Y-US Industrial LP Engine  
136 cubic inch displacement, 4 cylinder, overhead valve (OHV)  
Net Torque Rating: 112 @ 1800 rpm SAE ft-lb  
Net Horsepower Rating: 51 @ 2570 rpm SAE HP

#### **Transmission**

Automatic Transmission  
1 speed forward, 1 speed reverse standard.

#### **Steering**

Load Sensing Hydrostatic Power Steering with Tilt Steering Column

#### **Wheels and Tires**

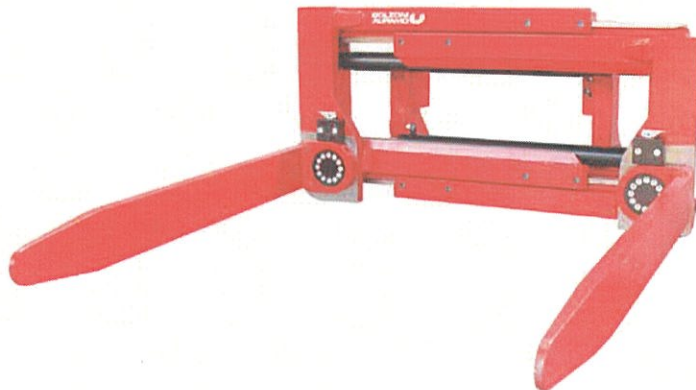
Front Tires:                7.00-12-12PR (Pneumatic Wide Tread)  
Rear Tires:                6.00-9-10PR (Pneumatic)

**Additional  
Equipment  
Included**

TK20- 2020 New Standards  
Toyota 360 Support Plus 5  
LED STROBE LIGHT (BLUE)  
J26G-LED Rear Working Light  
Steering Wheel with Knob  
Adjustable Volume Back-up Alarm (Smart Alarm)  
Rear Assist Grip with Horn Button  
3 Degree Backwards Tilt  
Solid Pneumatic Tires - Front  
Rear Solid Pneumatic Tires - Including Rear Side Ring Wheels  
Wide Tread  
Maintenance Free Battery  
High Capacity Alternator  
UL Approved Model Type "LP" (tank not included)  
Steel Cab – With Air Conditions

**Bolzoni - Hydraulic Rotating Fork Clamp Model # LB28D6B**

Capacity: 5000 Lbs.  
Rotating 360 degrees.  
Non-Side Shifting  
Open Min Range: 41”  
Open Max Range 93”  
Forks: 48”



**Other  
Outstanding  
Toyota Features**

- Operator Presence Sensing System (OPSS)
- Fully Stamped Steel Side Panels
- Electronic Speed Control
- Weather Protected Electrical System
- Unparalleled Fork Tip Visibility
- Foot Activated Park Brake with High Mount Release
- Electronic Shift Control
- 7” Cyclone Air Cleaner
- Fully Insulated Stamped Steel Engine Hood

- Dual Operator Assist Grips
- Oversized Cup Holder
- Heavy Duty, Non-Slip Rubber Floor Mat

*Some standard items listed within this quotation may be replaced or altered due to optional equipment.*

**Warranty**

12 Months or 2,000 hours whichever occurs first: Basic  
 36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

*We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.*



**UPGRADE TO  
 TOYOTA 360 SUPPORT PLUS!**

Includes 1 year of scheduled planned maintenance (up to 4) and additional product assurance.

\*Not applicable to all models. See here for more details: [www.ToyotaForklift.com/360-support](http://www.ToyotaForklift.com/360-support)

**Extra Care  
 Included**

Toyota 360 Support Plus 5 \$0  
 60 Months/10,000 Hrs Carriage to Counterweight Warranty  
 60 Months/10,000 Hrs Major Parts and Component Warranty  
 Up to First (4) PM's Included (Parts and Labor)

*TMH reserves the right to accept or decline any application for enrollment into the T360 Plus warranty plan.*

**Investment**

Price-Toyota Model 50-8FGU25 as specified above:	\$69,808	Each
Net Price:	\$69,808	Each

**Financing and  
 Maintenance**

A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

**Terms and  
 Conditions**

Payment: Net 10 days / Cash or Financed  
 Delivery: Will advise at time of order.  
 F.O.B.: Delivered  
 Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval.  
Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.  
Some options and configurations may void UL.  
Conditions subject to change to those in effect at time of delivery.  
Credit Card payments subject to additional fees.  
Signature or purchase order referencing this quotation constitutes an order and acceptance of terms and conditions.  
Interest expenses due to customer delays in delivery will be passed to the Buyer equal to ½ % of the sell price per month.  
See Addendum A below for additional terms & conditions.

Sincerely,  
ProLift Toyota Material Handling

Accepted:  
Lexington Fayette Urban

Cash Price \$ \_\_\_\_\_  
Financed Payment \$ \_\_\_\_\_ Per Month \_\_\_\_\_ Months

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Pete Sackleh

Name: \_\_\_\_\_

Title: Sales Consultant - Material Handling

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### ADDENDUM A – ADDITIONAL TERMS AND CONDITIONS

1. NO WARRANTY GIVEN. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HERBY EXCLUDED AND DISCLAIMED FOR ALL EQUIPMENT, NEW AND OLD IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PARTICULAR PIECE OF EQUIPMENT. BUYER MAY NOT RECOVER CONSEQUENTIAL OR INCIDENTAL DAMAGES.
2. MANUFACTURER'S WARRANTY ONLY. Manufacturers whose products are sold by Seller normally make written warranties on all new equipment. Seller makes no express warranty except that it warrants new equipment to the same extent and on the same terms, including all disclaimers and limitations on warranties, liabilities or remedies, as are contained in the particular manufacturer's written warranty, if any, applicable to each piece of such new equipment.
3. SELLER TO FURNISH COPY OF MANUFACTURER'S WARRANTY UPON REQUEST. If the buyer does not receive a copy of the manufacturer's written warranty at or before receiving possession of the equipment, it shall be Buyer's obligation to notify seller's Louisville office of that fact, and such written warranty will promptly be furnished to the Buyer; failure by the Buyer to give such notice shall constitute a waiver of all claims or rights which go beyond the terms of said particular manufacturer's written warranty.
4. ACCEPTANCE. The proposal is subject to acceptance by Purchaser, and it shall not be binding upon Seller until approved by an executive officer of Seller. The proposal is subject to the terms and conditions set out below, notwithstanding any different conditions which may be contained on Purchaser's purchase order.

5. **PRICES.** Prices quoted are for immediate acceptance and unless otherwise specified are subject to change without notice. It is understood that the prices quoted are based upon Seller's costs, and any change in Seller's cost shall be borne by Purchaser. Purchaser shall pay any and all federal, state county or municipal sales or use taxes imposed by reason of the sale involved as well as any other tax which goes into effect between the time the price was established and the delivery of the equipment involved. Prices do not include freight unless noted on the front side hereof. Proposals are accepted subject to the customers' furnishing satisfactory credit references and any other documents necessary for the satisfactory completion of the order.
6. **TERMS.** Unless otherwise specified, all prices are net cash. Account in arrears more than thirty (30) days will bear interest at eighteen percent (18%) per annum, and the cost of the collection of any account shall be borne by Purchaser, including a reasonable attorney's fee. Title to the personal property involved will remain in Seller until all indebtedness shall have been paid in full. Purchaser agrees that he will not sell, dispose of, attempt to convey, nor remove said personal property from the county where originally delivered until such indebtedness shall have been paid in full. In the event of an attachment or execution being levied against the Purchaser or his bankruptcy or default in payments, all property involved will be returned to the Seller and all payments made to date of such repossession shall be considered as rent. Invoices are payable in Louisville, Kentucky, either in cash or by means of bank drafts payable at par through any federal reserve bank. Unless otherwise provided, all order and contracts shall be governed by the laws of Kentucky; Purchaser shall be deemed to have transacted business in Kentucky within the meaning of KRS 454.210 and any and all disputes arising hereunder may be settled or attempted to be settled only in Louisville, Kentucky, whether such settlement be arrived at or be attempted by negotiation, litigation or otherwise.
7. **DELIVERY.** Delivery promises are based upon Seller's current judgment and are dependent upon manufacturer's delivery to Seller. Seller shall not be responsible for any delays resulting from manufacturer's delays, nor by delays resulting from the action of public authorities, the existence of war, strikes, material shortages, fires, lockouts, differences with employees, accidents, delays in manufacturer transportation, acts of God, embargoes, inability to ship, inability to insure, substantially increased prices or freight rates, or other causes beyond Seller's control. Deliveries will be calculated from the receipt of complete manufacturing information including any necessary blueprints, customer approval, specifications, or other information necessary for production. Seller will not be responsible for deliveries later than promised, regardless of the cause, unless attributable to Seller's negligence.
8. **CANCELLATIONS.** Orders accepted cannot be countermanded nor delivery deferred except with Seller's consent and then only upon such terms that will indemnify Seller against all losses.
9. **MEASURE OF DAMAGES.** If Seller fails to deliver the equipment, delivers substantially nonconforming equipment, or commits any other substantial breach of this Purchase Order Sales Agreement, Buyer's damages shall be the difference between the Grand total sated on the front side hereof and the market price (including all sales and use taxes and all freight and other charges) at the time when, and place where, risk of loss passes to Purchase under Paragraph 12 here in below.
10. **NOTICE TO SELLER OF DEFECTS.** Within five (5) days after the equipment comes into its or his possession, Buyer will inspect the equipment. If such inspection reveals a defect or if subsequently a defect is discovered which could not have been discovered by such inspection, Buyer shall within three (3) days of discovery notify Seller's home office in Louisville by registered mail, return receipt demanded. The notice must state in detail the nature of the defect and the condition of the equipment when received. Failure to give such notice within three (3) days after discovery of a defect shall constitute a waiver of any and all rights arising from the defects discovered.
11. **ACCEPTANCE OF EQUIPMENT BY BUYER: EFFECT.** After accepting the equipment, Buyer shall be limited to the sole remedy of an action for the measure of damages provided for in Paragraph 10 hereof, and Buyer may not thereafter revoke his acceptance. The equipment must be rejected within five (5) days after Seller receives possession of the equipment; failure to so reject shall constitute irrevocable acceptance. Use of the equipment by Buyer shall also constitute irrevocable acceptance. Use of the equipment for sixty (60) working days shall constitute acceptance with knowledge of all defects and a final, complete waiver of any and all rights arising from any and all defects which may be present in the equipment.
12. **PASSAGE OF RISK OF LOSS.** All risks of loss, casualty or other damage to the equipment shall pass the Purchaser at the time when and place where the Seller surrenders possession, whether such surrender be to the Purchaser or to a common carrier or other independent instrument of transportation.

13. ENTIRE UNDERSTANDING; MODIFICATION. This Purchaser Order Sales Agreement together with any Security Agreement covering the equipment hereby sold, contain the entire understanding of the parties. No terms of conditions, other than those stated herein or in any such Security Agreement, and no agreement or understanding, oral or written, in any way purporting to modify these Terms or conditions, shall be binding on Seller, unless hereafter made in writing and signed by its authorized representative. All previous negotiations and representations, if any, made prior, and with reference hereto, are merged herein.

14. WAIVER. No waiver of a breach of any provision of this contract shall constitute a waiver of any other branch of the same or any other provision.





LEXINGTON

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 18, 2022

## INVITATION TO BID # 103-2022 Forklift

**Bid Opening Date:** September 1, 2022

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Firm Bid

**Pre Bid Meeting:** Month XX, 20XX

**Pre Bid Time:** X:XX xm

**Address:** XXXXXXXXXXXX Street

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **09/01/2022**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: Lexington, KY

<p><u>YES</u> Bid Specifications Met <u>NO</u> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p><b>Check One:</b></p>	<p><b>Proposed Delivery:</b> _____ days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes _____ No</p>			

Submitted by: PROLIFT TOYOTA MATERIAL HANDLING  
*Firm Name*

124 WESTHAMPTON DR. LEXINGTON, KY 40511  
*Address*

LEXINGTON, KY 40511  
*City, State & Zip*

**Bid must be signed:** *P. Sackleh*  
*(original signature)*

**Signature of Authorized Company Representative – Title**  
Pete SACKLEH  
*Representative's Name (Typed or printed)*

(859) 327-9286  
*Area Code - Phone – Extension*

PSACKLEH@PROLIFTTOYOTA.COM  
*E-Mail Address*

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

**AFFIDAVIT**

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Pete SACKLEH and he/she is the individual submitting the bid or is the authorized representative of PROLIFT TOYOTA MATERIAL HANDLING the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Pete SACKLEH on this the 30<sup>th</sup> day of August, 2022.

My Commission expires: 02/23/24

Souya D. Shannon  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

**I. GREEN PROCUREMENT**

**A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

**B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

**C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

**II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of X percent of the bid price must be attached hereto for bids greater than \$50,000. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

## LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

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## EQUAL OPPORTUNITY AGREEMENT

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### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:  

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Name of Business



## 1.0 SCOPE OF BID

- 1.1 This specification describes the minimum requirements for a Class V, propane fueled, Deluxe Steel cab with doors, air conditioning, heater and wipers and 5,000 pound capacity lift truck with Solid tires.

## 2.0 REQUIREMENTS

- 2.1 Engine: Engine shall be a diesel fueled, liquid cooled three (3) cylinder, displacing a minimum of 136 cubic inches with net rated horsepower of 55 and a net torque rating of 148ft. lbs. Tier4
- 2.2 Fuel: Unit shall have a dash-mounted low fuel warning indicator/ gauge.
- 2.3 Intake: Engine shall have a cyclone style air cleaner system installed.
- 2.4 Transmission: Transmission shall have one (1) forward and one (1) reverse speed. Maximum speed shall not exceed 11 miles per hour.
- 2.5 Mast: Mast shall be a three (4) stage lift providing a maximum fork height of 240 inches, and an overall lowered mast height of 85 inches. Mast shall have the capability of tilting minimum six (6) degrees forward and five (3) degrees backwards.
- 2.6 Forks: Forks shall be forty eight inches (48") long X five inches (5") wide, thickness and capacity rating commensurate with machine. Carriage shall be ITA (Industrial Truck Association) hook type and shall be minimum thirty eight (38) inches. Unit shall come with Bolzoni hydraulic rotating fork clamp Model # LB28D6B Capacity: 5000 lbs.  
  
Rotating 360 degrees  
  
Non-Side shifting  
  
Open Min. Range: 41"  
  
Open Max. Range 93"  
  
Forks: 48"
- 2.7 Backrest: Load backrest shall be a forty eight inch (48") high X forty two inches (42") wide, high-load design.
- 2.8 Hydraulic controls: Unit shall have a three (3) function lever control valve mounted in the cowl/dash to control lift/lowering, tilt, and side shift functions.
- 2.8 Steering: Unit shall have load sensing hydrostatic power steering with tilt steering column.
- 2.9 Tires: Shall be solid front and rear.

2.10 Lighting: Unit shall have an automotive type headlight, switch operated LED front facing work light, and rear reverse actuated LED work light (such as Grote 63J01) and an amber strobe-type beacon (Ecco 6750A) mounted on top of driver overhead guard. Beacon shall be activated by main key switch.

2.12 Mirrors: Unit shall have left and right rear-view mirrors.

2.13 Seat: Seat shall be adjustable, full-suspension vinyl with high visibility orange seat belt.

2.14 Backup alarm: Backup alarm shall be reverse activated and minimum 82 decibels.

### 3.0 NOTES

3.1 Unit furnished as required herein shall be physically inspected by LFUCG personnel before unit is accepted. Appropriate measures may be taken to insure compliance with these specifications.

3.2 The successful bidder shall deliver completed unit to LFUCG Fleet Services facility at 669 Byrd Thurman Dr. Lexington, Ky. 40510.

3.3 Unit shall have a full tank of gas at time of delivery. Unit shall be fully functional and ready to operate upon delivery.

### 4.0 GENERAL

4.1 Factory printed literature which shall contain complete specifications and warranty shall be submitted with the bid and becomes an integral part of the bid.

4.2 Unless replaced by optional equipment specified herein, all items provided under this specification shall retain all standard features and equipment as shown in published literature.

4.3 Unit shall be new unused, current model production.

4.4 Successful bidder shall provide one (1) Master Shop Manual, and one (1) complete Parts Manual. Acceptable means of delivery (at no additional cost to LFUCG) shall include original printed material, DVD or CD, flash drive, or online access. A factory printed operator's manual shall be provided.

4.5 Unit purchased from this specification shall meet all applicable laws, regulations, standards, and ordinances promulgated by any agency having jurisdiction including but not limited to the Occupation Safety and Health Administration (OSHA), the United States Department of Transportation (DOT), and the Industrial Truck Standards Development Foundation (ITSDF).

### 5.0 EXCEPTIONS

5.1 All exceptions taken shall be listed on exception page only, stating specification number and exception taken.

