



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 7, 2015

INVITATION TO BID #146-2015 Vacuum/Litter Collector for Mounting in Truck Bed

Bid Opening Date: October 21, 2015

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **10/21/2015**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: DELIVERY ADDRESS, Lexington, KY 405XX

Bid Security Required: Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes No

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|
| <p align="center">Check One:</p> <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | | <p align="center">Proposed Delivery:</p> 30-45 days after acceptance of bid. |
| <p>Procurement Card Usage—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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | | |

Submitted by: Best Equipment Co., Inc.

Firm Name

5550 Poindexter Dr.

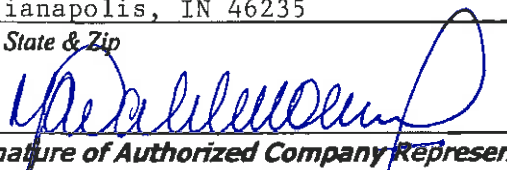
Address

Indianapolis, IN 46235

City, State & Zip

Bid must be signed:

(original signature)



Signature of Authorized Company Representative – Title

Maria Dahlmann, Secretary/Treasurer
Representative's Name (Typed or printed)

317-823-3050 317-823-3060
Area Code - Phone – Extension **Fax #**

georgeluce@bestequipmentco.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, Maria Dahlmann , and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Maria Dahlmann and he/she is the individual submitting the bid or is the authorized representative of Best Equipment Co., Inc. 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.

[Handwritten signature]

STATE OF Indiana

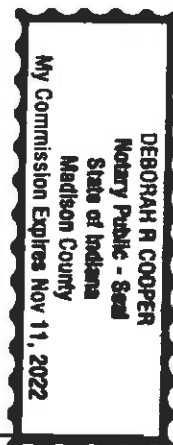
COUNTY OF Marion

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Deborah R. Cooper on this the 19th day of October , 2015.

My Commission expires: Nov. 11, 2022

[Handwritten signature: Deborah R. Cooper]
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). 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 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 X 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 or all parts to one vendor.
- 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 marked on the face of the envelope:

"Bid on #146-2015 Vacuum/Litter Collector for Mounting in Truck Bed"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- 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 XX percent of the bid price must be attached hereto. 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, creed, national origin, sex or age, 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.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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.

EQUAL OPPORTUNITY AGREEMENT

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 handicap.

- 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:

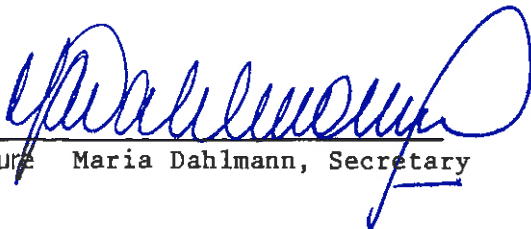
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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, Vietnam veterans, handicapped and aged persons.



Signature Maria Dahlmann, Secretary

Best Equipment Co., Inc.

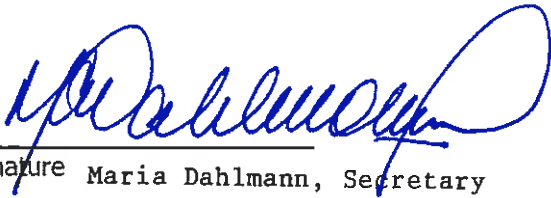
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature Maria Dahlmann, Secretary

October 19, 2015
Date

1.0 SCOPE OF BID

- 1.1 This specification describes the requirements for a skid mounted, diesel powered vacuum/litter collector with flexible eight inch (8") or five inch (5") X twenty foot (20') collection hose with snorkel for mounting in pickup truck bed.

2.0 REQUIREMENTS

- 2.1 Skid: Skid frame shall be constructed of 2" X 4" X .125" structural steel tubing welded, treated, and powder coated white.
- 2.2 Vacuum: Storage tank shall have a minimum eighty (80) gallon capacity, constructed of 16 gauge steel and powder coated white. Vacuum fan shall be directly mounted on engine flywheel; fan shall be located at the opposite side of the vacuum chamber so collected litter is compacted as it is loaded. No material shall pass through the fan. Fan shall exhaust into a polypropylene exhaust bag located on top of fan housing. Tank shall have a reusable fibrous bag for litter collection inside vacuum tank. A water drain valve shall be located under vacuum chamber with easy access. Collection system shall have a 2:1 compaction ratio.
- 2.3 Engine: Engine shall be a two (2) cylinder, liquid cooled, diesel with minimum thirteen (13) horsepower. Air cleaner shall be a Donaldson cyclonic high capacity air filter assembly. Engine shall be mounted in an insulated compartment for noise reduction. Engine shutdown system shall be installed for low oil pressure, and high coolant temperature. Engine alternator shall be forty (40) AMP output. Twelve volt (12V) absorbed glass mat (AGM) top post battery shall be installed within engine compartment.
- 2.4 Fuel Tank: A minimum six (6) gallon diesel fuel tank shall be mounted within engine compartment. Fuel gauge shall be mounted in control panel.
- 2.5 Control Panel: Panel shall consist of a key ignition for starting, running, stopping, and glow plug operation before starting engine. Lever and cable for engine throttle control. Voltage gauge, hour meter, fuel gauge, low oil pressure gauge, water temperature gauge. Emergency stop button shall be installed for emergency shutdown for engine function.
- 2.6 Wiring: All connections to a component shall be made with a molded plug or otherwise environmentally sealed connector. Individual wires shall be terminated with a terminal which is crimped, soldered, and covered with heat shrink tubing. Splices should be avoided. If a splice wire cannot be avoided, the splice shall be soldered and covered with heat shrink tubing. Under no circumstances will the use of the following items or methods be accepted: crimp-type butt connectors, Scotchlok's, solderless terminals, electrical tape, wire nuts, in-line fuses. All wiring shall be encased in protective flexible loom.
- 2.7 Vacuum Hose: Hose shall be clear reinforced flexible 16 mil (.016) thick wall with pickup snorkel, handle, and 360 degree rotating support boom.

3.0 NOTES

- 3.1 Completed unit shall be physically inspected by LFUCG personnel prior to acceptance. Appropriate measures will be taken to insure compliance with specifications. All components shall be installed and tested prior to delivery. Failure to meet any aspect of this specification for which an exception was not taken may be grounds for refusal of delivery and/or payment.
- 3.2 Completed unit as described within these specifications shall be delivered to LFUCG Division of Fleet Services located at 669 Byrd Thurman Dr. Lexington, Ky. 40510. Unit shall be ready to work upon delivery.

4.0 GENERAL

- 4.1 Manufactures literature which shall include complete specifications and warranty, shall be included with bid and becomes integral part of bid.
- 4.2 Equipment furnished shall be new and unused, current model production, and shall fully comply with any and all applicable OSHA, and ANSI standards as well as all applicable Federal, State, and local laws, regulations, ordinances, resolutions, and codes at time of delivery.
- 4.3 Successful bidder shall provide one (1) parts/service manual and one (1) operators manual when unit is delivered. Electronic delivery or internet access to parts and service manuals is acceptable. All manuals shall be original printed editions.

5.0 PRICING

- 5.1 Submit pricing below:

Vacuum unit with five (5) inch hose assembly \$ 26,335.00

Vacuum unit with eight (8) inch hose assembly \$ 26,635.00

6.0 EXCEPTIONS

- 6.1 All exceptions shall be listed on exception page only.

EXCEPTION PAGE

| Paragraph Number | Exception Taken |
|-------------------------|------------------------|
| | None |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
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| | |
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| | |



☐ *Indiana : 5550 Poindexter Drive Indianapolis, Indiana 46235
(317) 823-3050 ♦ (800) 372-2378 ♦ fax (317) 823-3060*

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AFFIRMATIVE ACTION PLAN

The policy of BEST EQUIPMENT COMPANY, INC. is to provide equal opportunity for employment and fair employment practices of their employees. The company provides equal employment opportunity to all individuals regardless of race, religion, color, sex, national origin, ancestry, age, disadvantage or handicap, military status, or veteran status.

The person responsible for employment of the company is Michael T. Dahlmann, President. He can be contacted at the company office at any time.

All employees or applicants for employment who believe that they have been denied equal employment opportunity may contact Mr. Dahlmann. They may submit a written report of their grievance within thirty (30) working days. The grievance will be solved or answered within a ninety (90) day period. If the grievance cannot be solved in this manner, a panel of four persons, two management personnel and two salaried personnel will form a hearing board. If the problem cannot be solved with the hearing board, a list of possible alternatives will be provided. The grievance procedure shall remain private and confidential. The employer of BEST EQUIPMENT COMPANY has declared he would hold no retaliation against an employee who has filed a grievance.

The BEST EQUIPMENT COMPANY, INC. employees are informed of their Equal Employment Opportunity by posting EEO literature on the bulletin board and at employee meetings, which are held at the company office every month.

We have a guaranty of equal employment opportunity for all applicants and employees of BEST EQUIPMENT COMPANY, INC. pertaining to all terms and conditions of employment.

In the event of hiring, BEST EQUIPMENT COMPANY, INC. will recruit from minority groups by sending a letter to NAACP.

When placing a newspaper ad for employment, it is stated the company is an Equal Opportunity Employer. A newspaper ad is our only means of recruitment other than word of mouth. This ad for employment appears in the largest circulating newspaper of our city.

You deserve the BEST

◆ *Solid Waste* ◆ *Recycling* ◆ *Street Sweepers* ◆ *Litter Control* ◆ *Compost* ◆ *Yard Waste Collection* ◆ *Sewer Cleaners* ◆ *Catch Basin Cleaners* ◆

www.bestequipmentco.com

Hiring and promotion of individuals shall be based upon job rated skills and qualifications and not upon race, religion, color, sex, sexual orientation, national origin, ancestry, age, disadvantages or handicaps, military status, or veteran status.

When a new employee is hired, it requires on the job training and there is no discrimination on the basis of race, religion, color, sex, national origin, ancestry, age, disadvantages or handicaps, military status, veteran status.

Termination is because of insufficient workmanship and not based upon race, religion, color, sex, national origin, ancestry, age, disadvantages or handicaps, military status, veteran status.

Due to the fact that we have a small company, all reprimands and layoffs are conducted by Michael T. Dahlmann, President.

The work force breakdown as of 10/19/15 is as follows:

| | | |
|-------------------|---------------------|-------------------------|
| 4 OWNERS | 1 MALE/3 FEMALES | 1 CAUCASIAN/3 HISPANICS |
| 9 SALES REPS | ALL MALE | ALL CAUCASIANS |
| 10 ADMINISTRATION | 4 FEMALES / 6 MALES | ALL CAUCASIANS |
| 2 SERVICE WORKERS | ALL MALE | ALL CAUCASIANS |
| 9 TECHNICIANS | ALL MALE | ALL CAUCASIANS |

BEST EQUIPMENT COMPANY, INC.



Maria Dahlmann
Secretary/Treasurer



BEST EQUIPMENT COMPANY FACILITIES

CORPORATE HEADQUARTERS *Lawrence, Indiana*



INDIANAPOLIS FACILITY

BEST EQUIPMENT'S STATE OF THE ART HEADQUARTERS IS LOCATED ON THE EAST SIDE OF INDIANAPOLIS AT THE INTERSECTION OF 56TH AND PENDLETON PIKE IN LAWRENCE. THIS FACILITY INCLUDES EIGHT FULL SERVICE BAYS, PARTS AND SHIPPING, AND THE CORPORATE OFFICES.

OHIO FACILITY

BEST EQUIPMENT'S OHIO FULL SERVICE FACILITY IS LOCATED IN NORTH ROYALTON A SUBURB OF CLEVELAND.





BEST EQUIPMENT COMPANY PARTS



BEST PARTS

BEST EQUIPMENT'S PARTS DEPARTMENT IS HERE TO SUPPORT AND FULFILL YOUR NEEDS IN A TIMELY AND FRIENDLY MANNER. WITH SOME OF THE BEST PEOPLE IN THE BUSINESS, AND HUNDREDS OF PARTS IN STOCK AND READILY AVAILABLE FOR YOUR IMMEDIATE NEEDS, YOU WILL HAVE THE PARTS YOU NEED TO GET UP AND RUNNING IN NO TIME.





BEST EQUIPMENT COMPANY ROAD SERVICE



**OUR HIGHLY TRAINED TECHNICIANS COME TO YOU
FOR REPAIRS OR PREVENTATIVE MAINTENANCE.**

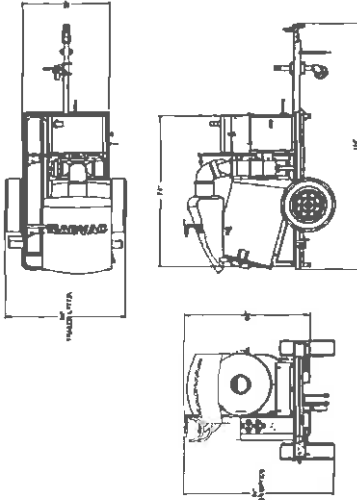


WE ARE PROUD TO PRESENT
OUR FLEET OF DEDICATED
ROAD SERVICE VEHICLES
AND TECHNICIANS.



ALL OUR VEHICLES ARE
STOCKED WITH HIGH WEAR
PARTS TO HELP YOU GET UP
AND RUNNING ON THE SPOT.





**Madvac® 61
Vacuum Litter Collector
Specifications**

Data and Performance Information

| | | | |
|---------------------------------|------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------|
| Capacities | 8 Gal. (22.7 L) 24 hours autonomy | Electrics | 12 Volt, 40 AMP alternator and heavy duty battery |
| Fuel Tank | 105 (3.9) gal (378 L - 454 L) | Instruments | Ammeter, hour, fuel, oil pressure, water temperature gauges and glow plug light |
| Litter Capacity | | Lighting | Strobe light |
| Engines Data | Subaru diesel (4.62-528) | Skid | 71 in. (1803 mm) |
| Model | 29.3 cu in. (479 cc) | Length | 38 in. (965.5 mm) |
| Displacement | 15.3 hp (9.9 kW) @ 2800 rpm | Width | 62 in. (1575 mm) |
| Serial Number Power | EPA Tier 4.7 Euro 4 | Height | 700 lbs (322.1 kg) |
| Legislation Compliance | 2 Stage (breakdown) type | Tire Size | (P) 175/80 R 13, radial 4 seasons |
| Air Filter | Synthetic "Flow Trough" with approx. 2 to 1 compression ratio, with reusable fibrous bag | Complete signaling package | 11.4 in. (2896 mm) |
| Litter Collection System | 18 gauge powder-coated steel | Length | 58 in. (1472 mm) |
| Type | 8 in. (203 mm) I.D. x 10.5 in. (267 mm) | Width | 79 in. (1990 mm) |
| Combustion Chamber | Heavy gauge steel body on a welded 1/4 in. structural steel frame | Height | 918 lbs (412.3 kg) |
| Vacuum Hose | Storage compartment | Weight | |
| Frame/Body | Electrostatic powder-coated paint | | |
| | | | |
| Vacuum System | 2900 CFM (82.12 CMM) | | |
| Vacuum Rating | 8,400 ft.-in. (237.5MMHg) | | |
| Air Flow | 50 in. water gauge (7.472 KPa) | | |
| Static Pressure | | | |

Montreal Office: 1 855 651-0444
687, Giffard Street
Tel. 450 651-0444
Longueuil (Quebec)
Fax. 450 651-0447
CANADA J4G 1Y3

www.exprolink.com



Madvac® 61 - Clean-up and save money.

www.exprolink.com

Madvac® — The litter collector benchmark

Madvac® is the world's leading manufacturer of outdoor surface cleaning equipment. We are unique among vacuum manufacturers in that our comprehensive range of machines means we are able to offer the right product for your application — whatever you are trying to clean.

The Madvac® 61 is designed to deliver industry-leading vacuum litter collecting technology:

- Ease of use
- Outstanding performance
- Reliability, durability
- The lowest possible cost of ownership

With durable, rugged construction, high performance suction and a design that meets all international safety and environmental standards, the 61 sets the global benchmark for vacuum litter collector quality.

From landfill to shopping sites

Clean up the savings

One Madvac® 61 does the job of 4 to 5 manual pickers. Our machines have made the old-fashioned manual litter collection methods a thing of the past. The 61 can do the job of a vanload of people. It's there, when you want it... and it's always productive.



Incredible mobile suction

Get to the hard-to-reach areas quickly with the amazing portable Madvac® 61 litter collector. It fits on a pickup truck or hitch as a trailer and sucks up windblown trash from fence lines, parking lots and parks with hose length of up to 40 ft (12 m).

Easy to maintain, even easier to operate, and engineered to last... this is the most cost effective approach to litter collection.

No more 40 to 50 manual pickers! Now you can clean up in 15 minutes with just one machine.



www.exprolink.com



BELOW
Clean up anywhere, anytime
BOTTOM
Cleans fence lines four times
faster than manual pick-up



Increases productivity by 400%

No Fan to Jam

- No Fan To Jam™ patented straight-through suction prevents trash from going through the fan - eliminating fan wear, clogging and mechanical downtime
- Uses variable suction control
- Reliable, powerful workhorse powered by either a Kubota diesel engine, Kohler gasoline, Kohler propane or electrically
- Easy access to engine compartment for simplified maintenance
- Lifetime warranty on the fan
- Trailer to skid-mount in 15 minutes

From landfill to shopping sites

- 5 or 8 inch (127 or 203 mm) diameter hose
- Optional 5 inch (127 mm) 40 ft (12 m) hose extension for extra reach
- Air exhaust filter bag keeps operators dust-free
- Vacuum capacity liter 2:1 ratio resulting in 100-120 gallons (378-454 L) capacity steel container
- Patented straight-through suction compacta filter yielding approx. 160 gallon (600 L)
- Quick-change filter bag
- Vacuum cans, bottles, newspapers, plastic and paper bags as well as other trash

www.exprolink.com

Vacuum Litter Collection Skid Specifications

| | | |
|-----------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1 Description | | |
| 1.1 | Vacuum-litter collection skid . Approved Model: Madvac 61 | Make: Model: Year: |
| 1.2 | The skids are meant for the maintenance of sidewalks, parks and public places | |
| 2 Dimensions | | |
| 2.1 | Overall width: max. 39 in. (991 mm) | |
| 2.2 | Total length: max. 71 in. (1805 mm) | |
| 2.3 | Total height: max. 62 in. (1575 mm) | |
| 2.4 | Gross weight: 800 lbs. (363 kg) | |
| 3 Generalities | | |
| 3.1 | Supply an operator, maintenance and parts manual in 3D for each vehicle including all options and accessories | |
| 3.2 | Supply one (1) sets of keys for each skid | |
| 4 Body | | |
| 4.1 | Frame welded square tube | |
| 4.2 | Tubing is 2" X 4" X 0.125" | |
| 4.3 | Structural steel tubing to be welded, treated, and powder coated white | |
| 5 Vacuum | | |
| 5.1 | Minimum capacity of 80 Gal. (352 liters.) | |
| 5.2 | Vacuum fan directly mounted on engine fly wheel | |
| 5.3 | Fan shall be located at the opposite side of the vacuum chamber so that collected litter is compacted as it is loaded. | |
| 5.4 | No material shall pass through the fan | |
| 5.5 | Primary polypropylene fiber filter litter collection bag | |
| 5.6 | Secondary Exhaust bag | |
| 5.7 | Water drain valve located under vacuum chamber | |
| 5.8 | 8 in. (203mm) nominal clear vacuum hose, 15ft Long, 0.016"thk | |

6

Engine

| | | |
|-----|--------------------------------------------------------------------------------------|---------|
| 6.1 | Two cylinder liquid cooled Kubota Z482 diesel engine with 13 HP (9.9 KW) gross power | Make : |
| | | Model : |
| | | HP : |
| 6.2 | Two stage Donaldson cyclonic high capacity air filter | |
| 6.3 | Variable speed regulator | |
| 6.4 | Minimum 6 Gal (27.7 liters) fuel tank | |
| 6.5 | High temperature, low oil pressure engine cut-off protection | |
| 6.6 | Engine compartment to be insulated for noise reduction | |

7

Electrical system Skid (Standard)

| | | |
|-----|---------------------------------------------------------------------------------------|--|
| 7.1 | 12 volt system with a 40 A alternator. | |
| 7.2 | Standard SAE style top post battery with a minimum cranking 450 COCA at 0° F (-18 °C) | |
| 7.3 | Total reserve capacity at 80° F (27°C), of 25 A; min. 90 minutes. | |

9

Controls

| | | |
|-----|--------------------------------------------------------|--|
| 9.1 | Key ignition for starting and stopping the engine | |
| 9.2 | Key ignition glow plug on prior to starting the engine | |
| 9.3 | Lever and cable for engine throttle control | |
| 9.4 | Voltage Gauge | |
| 9.5 | Hour meter | |
| 9.6 | Low oil pressure gauge | |
| 9.7 | Fuel level gauge | |
| 9.8 | Temperature gauge | |

10

Paint

| | | |
|------|-------------------------------------|--|
| 10.1 | Original manufacturer color, white. | |
|------|-------------------------------------|--|

11

Warranty

| | | |
|------|---------------------------------------------------|--|
| 11.1 | One year full parts. | |
| 11.2 | Limited Life Time Warranty on the Vacuum Impellar | |

12

Options

| | | |
|------|-----------------------------------------------------------------------|--|
| 12.1 | Bundle of 100 bags (Madvac P/N 63271) | |
| 12.2 | 360° Rotating vacuum hose support boom (For all hose lengths)(K60228) | |
| 12.3 | Emergency stop button (K26505) | |
| 12.4 | Diesel Safety Shutdown (K62690) | |



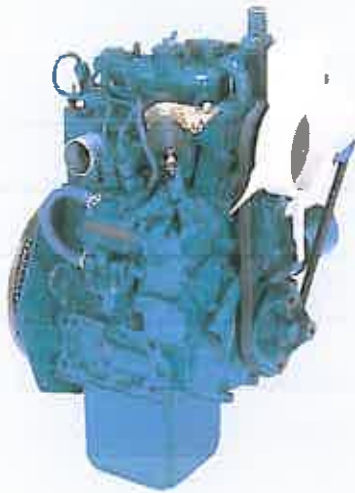
INDUSTRIAL DIESEL ENGINE

KUBOTA SUPER MINI SERIES (2-cylinder)

Z482-E4B

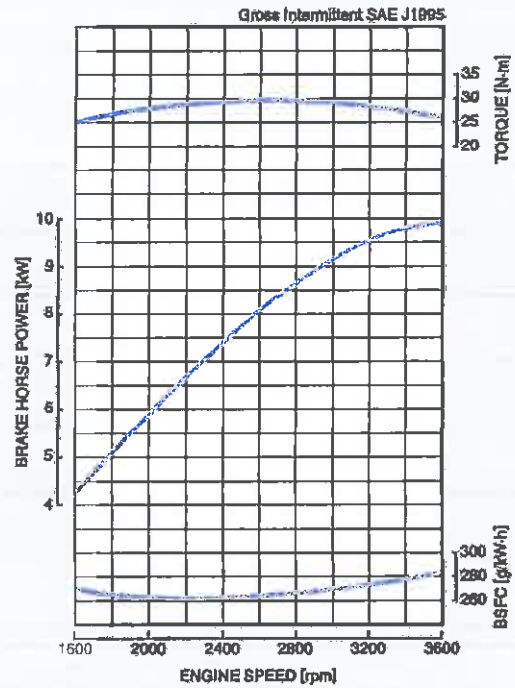
RATED POWER

9.9kW@3600rpm



Photograph may show non-standard equipment.

PERFORMANCE CURVE



FEATURES and BENEFITS

Emissions

Kubota Super Mini Series, the most compact multi-cylinder liquid cooled industrial diesel engines, complies with EPA Tier 4 emissions regulations. These are the most stringent emissions regulations in the world in this class.

Kubota engine less than 19kW meets emission standards over the NRTC and also meets the NTE requirements.

Durable Power

The Kubota Super Mini Series has been chosen as a power source for a variety of applications since it was first launched 30 years ago. It has become the benchmark in the compact diesel engine market.

The Z482 engine offers a seamless transition from Tier 2 to Tier 4 by totally maintaining the same performance and physical characteristics of the previous Tier 2 engines.

Clean and Quiet Power

Kubota's original E-TVCS (Three Vortex Combustion System) has been further improved for better emissions.

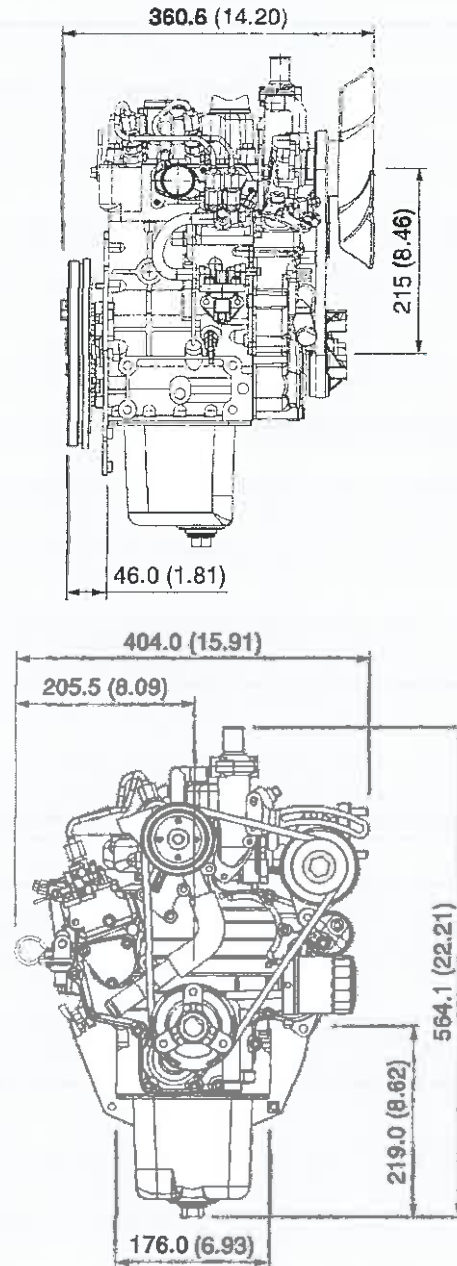
KUBOTA SUPER MINI SERIES **Z482-E4B**

GENERAL SPECIFICATION

| | | |
|-------------------------------------|-----------|---------------------------------------|
| Model | | Z482-E4B |
| Emission Regulation | | Tier 4 |
| Type | | Vertical 4-cycle Liquid Cooled Diesel |
| Number of Cylinders | | 2 |
| Bore | mm (in) | 67 (2.64) |
| Stroke | mm (in) | 68 (2.68) |
| Displacement | L (cu.in) | 0.479 (29.23) |
| Combustion System | | IDI |
| Intake System | | Naturally Aspirated |
| Maximum Speed | rpm | 3600 |
| Output: | kW | 9.9 |
| Gross Intermittent (Industrial Use) | hp | 13.3 |
| Direction of Rotation | | Counterclockwise Viewed on Flywheel |
| Oil Pan Capacity | L (gal) | 2.5 (0.66) |
| Starter Capacity | V-kW | 12-0.8 |
| Alternator Capacity | V-A | 12-12.5 |
| Output: | kW | 8.9 |
| Stand-by (Generator Use) | hp | 11.9 |
| Output: | kW | 8.1 |
| Continuous (Generator Use) | hp | 10.9 |
| Length | mm (in) | 360.6 (14.20) |
| Width | mm (in) | 404.0 (15.91) |
| Height (1) | mm (in) | 564.1 (22.21) |
| Height (2) | mm (in) | 219.0 (8.62) |
| Dry Weight | kg (lb) | 53.1 (117.1) |

*Specification is subject to change without notice.
 *Output: Gross Intermittent SAE J1995
 *Output: Stand-by, Continuous ISO 3046
 *Dry weight is according to Kubota's standard specification.
 When specification varies, the weight will vary accordingly.

DIMENSIONS



For Earth, For Life



KUBOTA ENGINE AMERICA
 505 Scheller Road Lincolnshire, IL 60069
 Phone: 847-955-2500 Fax: 847-955-2501
 www.kubotaengine.com

KUBOTA CANADA, LTD
 5900 14th Avenue, Markham, Ontario L3S 4K4
 Phone: 905-294-7477 Fax: 905-294-1554



WARRANTY POLICY

NORTH AMERICA

MADVAC PRODUCT LINE

Effective July 1, 2015

WARRANTY COVERAGE

LP61 / LP61-G / LC50 / LN50 / LR50 Series

- 1.) No employee, representative or agent of EXPROLINK Inc., "the Company", has the authority to vary or add to this warranty except with the Company's official confirmation, in writing, from its head office.

The Company provides warranty coverage to the original purchaser for all new equipment manufactured by EXPROLINK Inc. to be free from defects in material and workmanship under normal operating conditions and proper application. The EXPROLINK Inc. unit is covered by a limited warranty for a period of TWELVE (12) consecutive months, or 1000 hours, whichever occurs first, after delivery of the EXPROLINK Inc. unit. (Demo units included.)

And providing all recommended maintenance is performed as scheduled and that:

- a.) Written notice of the defect, complete with a detailed report, stating its nature and any additional information available, is submitted to the Company within one month of the discovery of the defect;
- b.) The Company may at its discretion repair or replace the part in question;
- c.) Any defective part is returned freight paid to the Company and shall in the event of replacement become the Company's property. The Company reserves the right to appoint a local representative to examine, repair or replace the defective part on behalf of the Company;
- d.) The defect has not been caused by carelessness, lack of or incorrect maintenance, improper operation, abnormal working conditions, failure to follow the Company's instructions, inadequate lubrication, accident or fair wear and tear.
- e.) The Company shall cover the cost of removal of the defective part and the cost of fitting the new part;
- f.) In the case of auxiliary engines, proprietary items, assemblies, chassis cabs and prime engines and any other similar assemblies, no attempt has been made to dismantle or repair such item without the knowledge and written approval of the manufacturer, the Company, or an authorized agent of either of them.

- g.) Unit has been properly registered within a 30 day period after unit has been delivered. (Demo units included) Failure to do so can result in the warranty being refused.
- 3.) The Company will not be liable for the replacement under this warranty (or otherwise) of any parts nominated as wear items (see paragraph 11) or for fuels, hydraulic fluids, anti-freeze and lubricants used in maintenance or warranty work.
 - 4.) Parts replaced under this warranty will be delivered by the Company or its representative to the customer, freight excluded. (The customer may choose to have the parts sent by regular or express delivery.)
 - 5.) In the case of any specialty parts not manufactured by the Company, the customer shall be entitled to the benefit (insofar as it may be transmitted to the customer) of any guarantee given by the manufacturer in respect thereof and the Company's liability in respect of such parts is limited to making the benefit of the manufacturer's guarantees available to the customer to the extent aforesaid.
 - 6.) Except in the case of those machines where the chassis made by the Company, the Company will not be responsible for any claims relating to the truck manufacturer's chassis cab content of the total equipment and any such claims that may arise must be submitted to the chassis manufacturer or their locally appointed agents.
 - 7.) The Company will, where possible, pass on to the customer the benefit of any warranty provided by the manufacturers in respect of any engine and auxiliary engine incorporated in the EXPROLINK Inc. Any claims relative to any such engine, must be submitted to the manufacturer or its locally appointed agent.
 - 8.) The following items are covered by a limited warranty for a period of TWENTY FOUR (24) consecutive months or 2000 hours, whichever occurs first, after delivery of the unit. (Warranty covers parts only; not labor, transport, removal, installation, diagnostic or travel time.)

KUBOTA DIESEL / HONDA GASOLINE ENGINE ONLY – NO ANCILLARIES

- 9.) The following items are covered by a limited warranty for a period of SIXTY (60) consecutive months or 5000 hours, whichever occurs first, after delivery of the unit. (Warranty covers parts only; not labor, transport, removal, installation, diagnostic or travel time.)

**BRAKE CALIPERS, HYDRAULIC POWER STEERING VALVE
WELDED CHASSIS FRAME, REAR WHITE PLASTIC BODY COWL
EXPANDED METAL BASKET IN DEBRIS CONTAINER
FAN CASING, REAR SUSPENSION SHOCK & SPRING ASSEMBLY
FAN PLATE, ROLL OVER PROTECTION BAR
FRONT SUSPENSION PIVOT SUPPORT
FUEL TANK, OPERATOR'S SEAT
HYDRAULIC TANK, STEERING COLUMN
HYDRAULIC GEAR PUMP, HYDRAULIC WHEEL MOTORS
ENGINE COMPARTMENT HOOD
DEBRIS CONTAINER
HYDRAULIC OIL COOLER**

- 10.) The following items are covered by a limited warranty for THE LIFE OF THE UNIT. (Warranty covers parts only; not labor, transport, removal, installation, diagnostic or travel time.)

ALUMINUM CAST VACUUM FAN

- 11.) The following items are deemed WEAR ITEMS and thus excluded from warranty coverage:

FILTERS ELEMENTS, STRAINERS, FILTER HOUSINGS,
BODY INLET DUCTS, FLAPS, MESHES, VACUUM HOSES
BRUSH LINKAGES, BUSHINGS, PIVOTS,
BRUSH SEGMENTS, SPACERS, CHANNEL BRUSHES,
DRIVE COUPLINGS, BEARINGS, BELTS, BUSHINGS,
DUST CURTAINS, MUDFLAPS, VACUUM FEET,
JETTER HOSES, NOZZLES, LANCES AND FITTINGS,
LIFT CABLES, RETAINING CABLES, GAS SPRINGS,
LIGHT BULBS, FUSES, LENSES, ELECTRONIC CONTROLLERS, BATTERIES,
NOZZLES, NOZZLE GUARDS.
NOZZLE RUBBERS, RETAINING STRIPS, VACUUM HEAD RUBBERS,
NOZZLE WHEELS SKIDS / SKATES, VACUUM HEAD WHEELS / SKATES
SEALS, RUBBERS, BRAKE DRUMS, BRAKE CABLES,
TIRES, FRICTION MATERIALS, BRAKE PADS, BRAKE DISCS, BRAKES SHOES,
WATER JETS, WATER PUMP; PISTONS, DIAPHRAGMS, SEALS, ROTORS.
WEAR PLATES, SLIDE BLOCKS, STRIPS, BAFFLES,
WINDOWS, MIRRORS, INSPECTION GLASSES, SIGHT GLASSES
DIRTSHOE RUNNERS, PIVOT RODS.
AND ANY OTHER ITEMS NORMALLY REGARDED AS BEING CONSUMABLE.

- 12.) This warranty applies only to the original equipment as supplied by the Company and genuine EXPROLINK parts and shall not apply to unauthorized alternative parts or materials or any consequential damage or failure resulting from the use of fitting of such parts or materials.

- 13.) Warranty claim forms must be submitted within thirty (30) days after completion of repairs to receive warranty consideration. Any defective parts should be labeled and numbered to tie up with the claim form and part(s) retained until the claim has been processed. Photographs may be required to enable the claim to be processed more speedily.

EXPROLINK INC. RESERVES THE RIGHT TO REJECT ANY CLAIM NOT SUBMITTED WITHIN THIRTY (30) DAYS OF THE DATE OF FAILURE.