



LEXINGTON

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: July 22, 2021

## INVITATION TO BID #81-2021 Forklift

**Bid Opening Date:** August 5, 2021

**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, 2021

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

**Address:** XXXXXXXXXXXX Street

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 **8/05/2021**. Bids must be received by the above-mentioned date and time.

**Bids should be submitted via:**

**Ion Wave**

<https://lexingtonky.ionwave.net>

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

<input checked="" type="checkbox"/> Bid Specifications Met <p style="text-align: center;"><b>Check One:</b></p> <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<p style="text-align: center;"><b>Proposed Delivery:</b></p> _____ days after acceptance of bid.
<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

*P. Sackleh*  
 Bid must be signed: \_\_\_\_\_  
 (original signature) Signature of Authorized Company Representative – Title

Pete SACKLEH  
 Representative's Name (Typed or printed)

859-327-9286  
 Area Code - Phone – Extension Fax #

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.

To: LEXINGTON FAYETTE URBAN  
675 Byrd Thurman Dr  
Lexington, KY 40510-9665  
Attn: Division of Central Purchasing

Date: August 4, 2021  
Our Ref: 41065291  
Phone: 859-258-3000  
Fax: 606-254-0171

**Invitation to Bid #81-2021 Forklift**

**Proposed Delivery: 14 weeks from acceptance.**

**Pricing valid until August 30<sup>th</sup> 2021**

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

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

**TOYOTA MODEL 8FDU25**, Diesel Lift Truck, quality engineered with the following specification:

- Pneumatic Tires
- Diesel Powered

**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.

**ULTRA COMFORT 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH NON CINCHING SEAT BELT**

Operator comfort is taken to a new level with Toyota's Ultra Comfort 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 Non-cinching seat belts provide 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.

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**Mast** 3-Stage (FSV) 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 - **189"**  
 Overall Lowered Height - 84.5" (Overhead Guard Height - 83.10")  
 Free Lift - 36.4" with standard Load Backrest

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**Lifting Capacity** **Base Model Capacity - 5,000 lbs. @ 24" load center**  
**Actual Capacity, based on quoted specifications, - 4,500 lbs. @24" load center to 189" 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 6 degrees backwards

**Carriage** ITA Hook Type, 40" Carriage

**Forks** "Forks 42" x 5" x 1.6" - Class II"

**Load Backrest** 48" High Load Backrest

**Attachments** **Cascade 40" Hang-on Sideshifter (Includes 3rd Function Internal Hosing)**

**Speeds** Travel Speed: 10.70 mph Lift Speed: 124 fpm

**Engine** Toyota 1.8L 1ZS Industrial Diesel Engine  
 1.8 liters displacement, 3 cylinder, 4 valve, dual overhead cam (DOHC)  
 Turbocharged with intercooler and common rail fuel injection  
 Meets EPA TIER 4 Final regulations with Diesel Oxidation Catalyst (DOC)  
 Net Torque Rating: 148 @ 1600 rpm SAE ft-lb  
 Net Horsepower Rating: 55 @ 2200 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**      **LED STROBE LIGHT (AMBER)**  
**Rear View Mirrors (Left & Right Sides)**  
**Adjustable Volume Back-up Alarm (Smart Alarm)**

- Other Outstanding Toyota Features**
- Operator Presence Sensing System (OPSS)
  - Fully Stamped Steel Side Panels
  - Electronic Speed Control
  - Engine Protection System
  - Weather Protected Electrical System
  - Unparalleled Fork Tip Visibility
  - Foot Activated Park Brake with High Mount Release
  - Electronic Shift Control
  - 7” Cyclone Air Cleaner
  - Dual Operator Assist Grips
  - Oversized Cup Holder
  - Heavy Duty, Non-Slip Rubber Floor Mat
  - LED Headlights
  - Key Off/Headlight Off System

*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)

<b>Investment</b>	Price-Toyota Model 8FDU25 as specified above:	\$30,984    Each
	Net Price: (price valid until 8-30-21)	\$30,984    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 / 14 weeks from date of acceptance of bid  
 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 1/2 % of the sell price per month.  
 See Addendum A below for additional terms & conditions.

**California Users**

When operated in California, any Off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Sincerely,  
 ProLift Toyota Material Handling

Accepted:  
 LEXINGTON FAYETTE URBAN

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

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

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

Name: Pete Sackleh

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

Title: Equipment Sales Specialist

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 stated 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.

**Optional Equipment**  
(not included in this Quotation)

<u>Item</u>	<u>Price</u>	<u>Accepted*</u>
1. Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$799	_____
2. Toyota 360 Support Plus 4 48 Months/8,000 Hrs Carriage to Counterweight Warranty 60 Months/8,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$999	_____
3. Toyota 360 Support Plus 5 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)	\$1,199	_____

*\* Customer: please signify acceptance of an option by initialing in the space provided.*



# LEXINGTON

**Bid 81-2021**  
**ProLift Industrial Equipment**  
**Toyota Material Handling Midwest, Inc.**  
**Supplier Response**

## **Event Information**

Number: Bid 81-2021  
Title: Forklift  
Type: Competitive Bid  
Issue Date: 7/22/2021  
Deadline: 8/5/2021 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

PLEASE SCAN FORMS IN 1 FILE.

## **Contact Information**

Contact: Jessica Allinder  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Fax: (859) 2583322  
Email: [jallinder@lexingtonky.gov](mailto:jallinder@lexingtonky.gov)

## ProLift Industrial Equipment Information

Address: 124 Westhampton  
Lexington, KY 40511  
Phone: (859) 327-9286  
Email: psackleh@proliftequipment.com  
Web Address: www.proliftequipment.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Pete Sackleh

Signature

Submitted at 8/4/2021 12:40:00 PM

psackleh@prolifttoyota.com

Email

## Response Attachments

**LFUCG\_Invitation To Bid #81-2021 Forklift\_Toyota Diesel 5000 Lbs Forklift Bid\_8-4-21.pdf**

Toyota forklift detailed bid.

**Bid #81-2021 Forklift Cover sheet.pdf**

Cover sheet

## Bid Lines

1	Class V, diesel fueled, 5,000 pound capacity lift truck with pneumatic tires	Quantity: <u>1</u>	UOM: <u>Each</u>	Unit Price: <input type="text" value="\$30,984.00"/>	Total: <input type="text" value="\$30,984.00"/>
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**Response Total: \$30,984.00**