#### FROM (DEPT/ DIVISION): County Counsel

#### SUBJECT: Agape House Forklifts Purchase

#### ATTACHMENTS: Bids

#### Checkoffs:

( ) Dept. Head (copy)

To be notified of Meeting:

( ) Budget (copy)

( ) Legal (copy)

Scheduled for meeting on: December 21, 2022

Action taken:

#### **BID SHEET**

Unless otherwise denoted, an estimated date is to be inserted for Delivery Date.

All prices quoted must include equipment listed below.

Proposer is to submit detailed specifications and illustration sheets showing specific equipment to be furnished under this Bid.

BID for: Forklifts

| Purchase price - Propane Powered  | \$_35,985.00 | (168 days) |
|-----------------------------------|--------------|------------|
| Purchase price - Electric Powered | \$46,173.00  | (28 days)  |

Bidder certifies delivery will be completed within <u>28 - 168</u> calendar days after date of notice of award.

Bidder Green Dream International

Address 32 W. 8th St. suite no 607 Erie, PA 16501

By (Print) Varand Vartanian By (Signed)



November 7, 2022 Ref: GDQ2211071

Board of Commissioners Umatilla County 216 S. E. 4th Street Pendleton, Oregon

SUBJECT: Industrial Forklifts

Dear Sir/Maám,

We are pleased to submit our offer for this bid. Attached you will find below items:

- 1. GDI cover letter
- 2. Bid Proposal for Industrial Forklifts
- 3. GDI Profile

Please also note that Green Dream is registered in SAM. DUNS: 831374546 CAGE: 5PJH6 EIN: 46-0522758

Should you have further questions, please contact Pierre Giroux at telephone number 469-706-9097 Ext: 107 or e-mail p.giroux@gdicompany.com.

Sincerely yours,

Varand Vartanian President Green Dream International Phone: 469-706-9097 Fax: 202-204-8444 info@gdicompany.com

Pennsylvania Office 32 W. 8<sup>th</sup> St. #607 Erie, PA 16501 Texas Office 222 West Las Colinas Blvd. Suite 1727 Irving, TX 75039 Virginia Office 2800 Eisenhower Ave, Suite 220 Alexandria, VA 22314



Response to

## Industrial Forklifts for Umatilla County

November 7, 2022

**Proposal Submitted by** 



A Division of Green Dream International LLC 32 W. 8th St. suite no 607, Erie, PA 16501

Legal Status: DUNS: 831374546 CAGE: 5PJH6 814-84 EIN: 46-0522758 p.giroux@ge

ane.

POC: 5 Pierre Giroux 814-840-1880 Ext 107 p.giroux@gdicompany.com



# GREEN DREAM INTERNATIONAL

814-840-1880 info@gdicompany.com www.gdicompany.com

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## **About GDI**

Green Dream Int. is a leading general trading company providing mission-critical equipment and supplies and logistics services to various organizations including the US government organizations and agencies and international private enterprises. As the industry evolves, opportunities arise for organizations to reduce costs substantially by centralizing or outsourcing various purchasing and procurement processes.

From day-to-day materials and long-term assets to complex services and supply lists, we deliver. Our Mission is to provide quality products on time and per exact specifications to our customers, no matter how difficult and complex the requirements are.

To realize our mission, we rely on our resourcefulness, our influence as one of the most active companies in this trade, a large network of suppliers and subcontractors, and the fruitful relationships we have established with Manufacturers. We constantly work with our customers to provide the best solution to their particular problems and budget.

These procurement services include:

- Industrial Supplies & Equipment
- Construction Materials
- Clothing & Military Gear
- Furniture & Appliances



## **Government Clients**

Since its inception in 2009, Green Dream International has been serving US government agencies. The quality of products and services, and our expertise in government procedures and regulations have enable us to win over 130 contracts from more than 13 civil and military governmental institutions. Below is a partial list of our past and present government customers:

- Department of the Army (20 Bases and Centers)
- Department of the Air Force (9 Bases & Centers)
- Department of the Navy (5 Bases & Centers)
- Department of Education
- Department of State (5 Embassies and Centers)
- United States Department of Agriculture (USDA)
- NASA (NASA Shared Services Center)
- Defense Information Systems Agency (DISA)
- U.S. Customs and Border Protection
- Social Security Administration
- Bureau of Land Management
- Federal Bureau of Prisons (FCI and USMCFP)
- Federal Law Enforcement Training Center
- US Fish & Wildlife Service





#### **CORPORATE PROFILE**

GREEN DREAM INTERNATIONAL LLC

SMALL BUSINESS INCORPORATED: 2009 HEADQUARTERS: ERIE, PA OFFICES: ALEXANDRIA, VA AUSTN, TX SACRAMENTO, CA PLYMOUTH, MI NORMAN, OK

DUNS: 831374546 CAGE: 5PJH6

#### NAICS CODES

Green Dream International (GDI) is a leading service provider to the Federal Government, State and Local governments as well as Fortune 1000 companies. GDI provides supply and construction services in the United States as well as abroad. GDI has delivered projects and contracts in 40 states as well as UAE, Japan, Iraq, Afghanistan, Saudi Arabia, Kenya, Albania, and South Korea, to name a few. We continue to support different public agencies like DoD, DoS, DoT, DHS, DoJ, National Park Services, State of NY, US Census Bureau, Department of Conservation and Natural Resources, and many other clients. We have delivered successfully every single time and our customers' testimonials is proof to that.

#### **OUR CORE COMPETENCIES**

#### SUPPLY & LOGISITICS SERVICES

GDI is a major supplier and supply chain service provider to the Federal Government.

- 1. Supply of material and equipment for base facility support services
- 2. Supply of Law Enforcement gear, Material and Equipment
- 3. Clothing and Military Gear
- 4. Industrial Supplies and Equipment
- 5. Supply of Furniture and Home Appliances
- 6. Supply of Aggregated and Construction Material

CAPABILITY STATEMENT

#### HORIZONTAL CONSTRUCTION SERVICES

GDI is supporting USACE, NPS, and other public agencies by providing quality construction services:

- 1. Road building and repair
- 2. Roof building, repair and Insulation
- 3. Fence line, gates, and barriers

#### **OUR DIFFERNTIATORS**

**Responsibility and Responsiveness:** GDI specializes in Mission Critical projects and as such, has the necessary infrastructure to be available and answerable at all times. We respond with a sense of responsibility.

**Global Presence, Local Accountability:** GDI strives to be where its customers are. Working in different locations at home and overseas cannot happen unless we have the right local resources.

**Compliance with Code & Regulations:** The long-term interests of GDI, our clients and our nation lies in Governance and Compliance with rules and regulations. Our company code calls for accurate quality and brand compliance.

**On-Time Delivery:** GDI believes that time not only means money, it also means lives. Having supported different government agencies, we know how critical their missions are. We pay the cost of on-time delivery every time.



#### 5075 4232 337122 5021 5078 4234 337910 5012 5044 5088 4236 339113 5091 4237 451110 5045 5047 2211 4237 562219 2213 4238 238110 5063 5064 4231 4241 238910 5065 423110 4251 212312 5072 423120 4241 212313 5074 423130 4251 212321

#### **OUR SERVICES**

#### MISSION SUPPORT SUPPLY

- » Supply of Generators
- » Supply of Electrical material & equipment.
- » Supply of gym and sporting goods
- » Supply of Furniture
- » Supply of and Home Appliances
- » Supply of Plumbing supplies and Pumps
- » Supply of Law Enforcement Gear
- » Supply of Shooting Range equipment
- » Supply of Gates, Fences, and Barriers
- » Supply of Kitchen Equipment & consumables.
- » Supply of Prefabricated Buildings
- » Supply of Uniforms
- » Supply of aggregate and construction material.
- » Supply of targets and training equipment
- » Supply of vehicles and heavy equipment

#### HORIZONTAL CONSTRUCTION

- » Road Construction & Repair
- » Road Rehabilitation
- » Parking Space Construction
- » Roof Construction & Rehabilitation
- » Playground Construction
- » Sports Grounds
- » Fishing Pier/Canoe Lodge Construction
- » Sidewalks and Running Tracks
- » Shooting Range Construction

#### SELECT SUPPLY CONTRACTS

- » SSA70016M1147- Air condition-DOS- CENTCOM.
- » M67400-16-P-0160- Furniture Supplies Dept. of the Navy- PACOM
- » W912PF19P0119- Pressure Reducing Valves- Department of the Army- PARC AFRICA- EUROCOM.
- » SKE50016M1802- Appliances -DOS-AFRICOM.
- » W91QVN-19-P-0142- MICROPHONE SYSTEM PACOM.
- » SSA70016M0721- Supply of Copy Machines-DOS- CENTCOM.
- » FA520519PA055- Narda Probe- Department of the Army- PACOM-USAF
- » SAL60016M0704- Appliances Department of the State-Cafeteria- EUROCOM
- » D-4 H92239-17-D-0003- Paper Targets -HQ US ARMY Special Operations CMD, DCSC Assorted.
- » N00244-14-D-0011- IDIQ for Cafeteria Supplies-NAVAL MEDICAL CENTER.
- » DTMA91U1600001L- US DOT/Maritime Administration.
- » 1333LC19P00000270- Supply of Wire fences, gates and various panels.-Department of Commerce.
- » AG-6395-P-17-0263- Fence Feral Hog Exclusion Fencing TX- Department of Agriculture.
- » FA460019PA120- Modular Furniture-USAF
- » W912LR19P5026- PRANG FSS Kitchen Equipment-Department of the Army.
- » Spk33016M1226- Filters- DOS
- » W9127S19P0114- De Queen Patrol Boat- USACE

#### SELECT SERVICES CONTRACTS

- » NC-140P5319C0022- PM pavements
- » ND-140F0619C0015- AUDUBON PAVE PRARIE TRAIL
- » ME- 140P4319C0017- Highway ROAD SIGNS
- » NM- 140R4019C0009- FCCO Parking Lot Rehabilitation
- » ID- 140L4319C0007- HUCKLEBERRY CAMPGROUND
- » NY-W15QKN19P1253- Chain Link Fence
- » AZ-12639519C0074- Roof Replacement
- » AR-W912EE19C0013- Paving at Lake Ouachita
- » AL- W9128F19P0144- Landfill Fence, Maxwell AFB
- » PA-W912DR19C0073- Gravel Road Maintenance.
- » CA-W912LA19P9017- Construct AC Pavement
- » CO-19-001 (WWAN06) Culvert Rehabilitation
- » IL- W52P1J-16-D-3036- Aggregate- US Army Contracting Command Rock Island
- » WI- W912ES-16-D-0004- Rock- Department of Army
- » WV- AG-3434-C-16-0003- Gravel- Us Fish & Wildlife Service.
- » CA- N00244-17-P-0254- Crushed Gravel-Department of the Navy
- » TN- W912P5-17-P-0047- Beach Sand- Us Army Corps of Engineers
- » OH- W91364-16-P-0119- Gravel Aggregates-Department of the Army.
- » KS- W91QF4-16-A-0006- Rock & Ice Control-Department of the Army

#### CLIENT TESTIMONIALS

#### Exceptional CPARS rating for over 11 years

"As the primary receiver and Construction Foreman on the ground for each project I found working with you and your subcontractors completely satisfactory and we accomplished every project scheduled." PHI, WHALEN, Construction and Maintenance Dept., Forest Service, Eldorado National Forest

"Inspected the work and it looks great. The surface looks flawless and professional..." ET2/SS BAILEY, SCOTT. Bowman Building Manager at Naval Nuclear Power Training Command

"Their communication with field office regarding logistics for delivery of the material was outstanding. Their willingness and flexibility in working around Government schedules for deliver, and delays due to weather, has been very good. We have no issue with this contractor or his sub-contractors". Shane Rasson, Refuge Manager, FWS Salt Plain NWR

"Given what I know today about the contractor's ablity to perform in accordance with this contract or order's most significant requirments, I would recommend them for similar requirements in the future". Carrie Edwards, Contract Specialist, USDA Forest Service.



## 2019-2022 Contracts:

- Federal Contracts: 64
- State/Local Contracts: 206
- Customers: 201

## **Performance Locations:**



| 2 | -    | 60 | - |
|---|------|----|---|
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| Arkansas             | Delaware | Illinois | Michigan       | New Jersey | Oklahoma       | Tennessee  | Wisconsin     |
|----------------------|----------|----------|----------------|------------|----------------|------------|---------------|
| Arizona              | Florida  | Indiana  | Minnesota      | New Mexico | Oregon         | Texas      | West Virginia |
| California           | Georgia  | Kansas   | Missouri       | Nevada     | Pennsylvania   | Utah       |               |
| Colorado             | lowa     | Kentucky | North Carolina | New York   | South Carolina | Virginia   |               |
| District Of Columbia | Idaho    | Maine    | North Dakota   | Ohio       | South Dakota   | Washington |               |



Green Dream International LLC 32 W 8th St. Suite 607, Erie, Pennsylvania 16501 Tel: 814-840-1880 | Fax: 202-204-8444 info@gdicompany.com | www.gdicompany.com

#### **BID SHEET**

Unless otherwise denoted, an estimated date is to be inserted for Delivery Date.

All prices quoted must include equipment listed below.

Proposer is to submit detailed specifications and illustration sheets showing specific equipment to be furnished under this Bid.

BID for: Forklifts

Purchase price - Propane Powered \$35,933.00

Purchase price - Electric Powered \$39,357.00

Bidder certifies delivery will be completed within <u>180-270</u> calendar days after date of notice of award.

Bidder OCTANE Forklifts Inc.

| Address 4905 Lima Street Denver, Colorado | 80239   |
|---|---------|
| By (Print) J.R. Antczak                   | 54)<br> |
| By (Signed)                               |         |



4905 Lima Street, Denver CO 80239 www.OctaneForklifts.com Office: 1 (844) 628 - 2637 Fax: (303) 997 - 6826





<u>2023 OCTANE FY30</u>- This equipment is manufactured in the United States of America
MODEL- 60 - 6,614 lbs Capacity @ 24in Load Center,
ENGINE - Kubota WG2503-L 2.49L -Tier 4 EPA/CARB Compliant LPG/ GAS Powerplant, 61HP@ 2,700rpm
S480 Mast - 88"/189" LOWERED/RAISED (3-Stage), Tilt Front 6 Degrees / Back 6 Degrees,
Side Shift and Fork Positioner, 4 Hydraulic Levers and 4 Valves with Internal Hoses, 48" Forks,
Dual Drive Solid Pneumatic Tires, Seat with Seat Belt, Steering Wheel With Spinner Knob,
Amber LED Strobe Light, Audible Reversing Alarm, Rear Grab Handle with Horn Button,
Left and Right Rear-View Mirrors, Integrated LCD/LED Dashboard Display, Overhead Rain Guard,
2 Front Work Lights, Front and Rear Combination Lights/ Brake/ Turn Signals/ Reverse Lights,
12month/2,000hour Manufactures Warranty,
Shipping Included FOB 230-270 Days ARO

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

J.R. Antczak President JR@OctaneForklifts.com OCTANE Forklifts, Inc. 4905 Lima Street Denver, CO 80239, U.S.A. DUNS (011723445)-UIE (WBCPLUVBSPL9) – CAGE (88NS0) – FEIN (26-1129432) SBE 180



| TILT<br>F/R       | 6/12   | 6/12  | 6/12  | 6/12  | 6/12  | 6/12  | 6/12      | 6/6       | 6/6       | 3/6       | 3/6       | 6/12  | 6/12  | 6/12            | 6/12  | 6/12  | 6/12  | 6/12      | 9/9   | 6/6   | 6/6       | 6/6       | 6/6       | 6/6       | 3/6       | 3/6       |
|-------------------|--------|-------|-------|-------|-------|-------|-----------|-----------|-----------|-----------|-----------|-------|-------|-----------------|-------|-------|-------|-----------|-------|-------|-----------|-----------|-----------|-----------|-----------|-----------|
| FREE<br>LIFT      |        |       |       |       |       |       |           |           |           |           |           | 18.5  | 28.3  | 38.2            | 44.1  | 48.0  | 52.0  | 59.8      | 28.7  | 32.7  | 37.2      | 39.2      | 43.1      | 45.9      | 54.5      | 61.2      |
| MAST EXT<br>W/LBR | 124.5  | 144.9 | 164.6 | 176.5 | 184.3 | 192.2 | 204.0     | 223.7     | 243.4     | 263.1     | 282.8     | 125.2 | 144.9 | 164.6           | 176.5 | 184.3 | 192.2 | 204.0     | 192.0 | 203.9 | 217.6     | 223.6     | 235.4     | 243.3     | 263.0     | 282.7     |
| FY35<br>(LBS)     | 6987   | 6987  | 6987  | 6987  | 6987  | 6987  | 6402*7002 | 6000*6102 | 5002*5701 | 4601*5002 | 3600*4601 | 6987  | 6987  | 6987            | 6987  | 6987  | 6987  | 6600*7001 | 6587  | 6587  | 6001*6600 | 5800*6202 | 5401*5800 | 5002*5602 | 4700*5002 | 3300*4400 |
| FY30<br>(LBS)     | 5986   | 5986  | 5986  | 5986  | 5986  | 5986  | 5899*5999 | 5498*5999 | 4799*5099 | 4500*4799 | 2298*4398 | 5986  | 5986  | 5986            | 5986  | 5986  | 5986  | 5798*5999 | 5786  | 5786  | 5600*5798 | 5399*5600 | 4998*5600 | 4599*5099 | 4398*4799 | 3306*4630 |
| RAISED<br>HEIGHT  | 78.8   | 98.5  | 118.2 | 130.0 | 137.9 | 145.7 | 157.6     | 177.3     | 197.0     | 216.7     | 236.4     | 78.8  | 98.5  | 118.2           | 130.0 | 137.9 | 145.7 | 157.6     | 145.7 | 157.6 | 171.3     | 177.3     | 189.1     | 197.0     | 216.7     | 236.4     |
| LOWERED<br>HEIGHT | 63.6   | 73.4  | 83.3  | 89.2  | 93.1  | 97.1  | 105.0     | 114.8     | 124.7     | 136.5     | 146.3     | 63.6  | 73.4  | 83.3            | 89.2  | 93.1  | 97.1  | 105.0     | 73.6  | 77.6  | 82.1      | 84.1      | 88.0      | 90.8      | 99.2      | 105.7     |
| MODEL             | M200   | M250  | M300  | M330  | M350  | M370  | M400      | M450      | M500      | M550      | M600      | Z200  | Z250  | Z300            | Z330  | Z350  | Z370  | Z400      | S370  | S400  | S435      | S450      | S480      | S500      | S550      | S600      |
| ТҮРЕ              | DUPLEX |       |       |       |       |       |           |           |           |           | 7         | 33    | IX    | (Э <sup>-</sup> | 1d    | n     | ם     |           |       | XE    | ירו       | 919       | ΙЯТ       |           |           |           |

**Fred Sit-Down** 



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



4905 Lima Street, Denver CO 80239 www.OctaneForkilfts.com Office: 1 (844) 628 - 2637 Fax: (303) 997 - 6826

## 

2020 OCTANE FB30 – This equipment is manufactured in the United States of America
MODEL- 60 – 6,614 lbs Capacity @ 24in Load Center
80 Volt – Curtis Control AC –Electric Powerplant
S480 Mast – 89"/189" LOWERED/RAISED (3-Stage), Tilt Front 6 Degrees / Back 6 Degrees,
Side Shift/ Fork Positioner, 4 Hydraulic Levers and 4 Valves with Internal Hoses, Solid Pneumatic Tires, 42" Forks,
Seat With Seat Belt, Back up Alarm, Multi-Function Operator Display, USB Port
2 Front Work Lights, Front and Rear Combination Lights, Amber LED Strobe
Battery and Charger Included,
12month/2,000hour Manufactures Warranty,
Shipping Included FOB 180 Days ARO
\*Final Assembly USA\*(TAA, BAA, USMCA, NAFTA) Compliant

J.R. Antczak President JR@OctaneForklifts.com OCTANE Forklifts, Inc. 4905 Lima Street Denver, CO 80239, U.S.A. DUNS (011723445)-UIE (WBCPLUVBSPL9) – CAGE (88NS0) – FEIN (26-1129432) SBE





|                   |        |       |       |       |       |       |           |           |           |           |           |       |       |                 |       |       | 1     |           |       |       |           |           |           |           |             |           |
|-------------------|--------|-------|-------|-------|-------|-------|-----------|-----------|-----------|-----------|-----------|-------|-------|-----------------|-------|-------|-------|-----------|-------|-------|-----------|-----------|-----------|-----------|-------------|-----------|
| TILT<br>F/R       | 6/12   | 6/12  | 6/12  | 6/12  | 6/12  | 6/12  | 6/12      | 6/6       | 6/6       | 3/6       | 3/6       | 6/12  | 6/12  | 6/12            | 6/12  | 6/12  | 6/12  | 6/12      | 6/6   | 6/6   | 6/6       | 6/6       | 6/6       | 6/6       | 3/6         | 3/6       |
| FREE<br>LIFT      |        |       |       |       |       |       |           |           |           |           |           | 18.5  | 28.3  | 38.2            | 44.1  | 48.0  | 52.0  | 71.7      | 27.3  | 31.3  | 35.8      | 37.8      | 41.7      | 44.5      | 52.6        | 57.7      |
| MAST EXT<br>W/LBR | 124.5  | 144.2 | 163.9 | 175.7 | 183.6 | 191.4 | 203.3     | 223.0     | 242.7     | 262.4     | 282.1     | 120.1 | 139.8 | 159.5           | 171.3 | 179.2 | 187.1 | 198.9     | 191.8 | 203.7 | 217.4     | 223.4     | 235.2     | 243.1     | 262.8       | 282.5     |
| FB35<br>(LBS)     | 6987   | 6987  | 6987  | 6987  | 6987  | 6987  | 6402*7002 | 6001*6102 | 5008*5701 | 4601*5002 | 3600*4601 | 6987  | 6987  | 6987            | 6987  | 6987  | 6987  | 6601*7002 | 6987  | 6987  | 6001*6601 | 5800*6202 | 5201*5800 | 4802*5601 | 4601*5002   | 3100*4400 |
| FB30<br>(LBS)     | 5988   | 5988  | 5988  | 5988  | 5988  | 5988  | 5901*6001 | 5501*6001 | 4802*5101 | 4502*4802 | 3000*4400 | 5988  | 5988  | 5988            | 5988  | 5988  | 5988  | 5800*6001 | 5788  | 5788  | 5580*5800 | 5401*5601 | 5002*5601 | 4601*5101 | 4400*4802   | 3000*4202 |
| RAISED<br>HEIGHT  | 78.8   | 98.5  | 118.2 | 130.0 | 137.9 | 145.7 | 157.6     | 177.3     | 197.0     | 216.7     | 236.4     | 78.8  | 98.5  | 118.2           | 130.0 | 137.9 | 145.7 | 157.6     | 145.7 | 157.6 | 171.3     | 177.3     | 189.1     | 197.0     | 216.7       | 236.4     |
| LOWERED<br>HEIGHT | 65.0   | 74.8  | 84.7  | 9.06  | 94.5  | 98.5  | 106.3     | 116.2     | 126.0     | 137.9     | 147.7     | 61.8  | 71.7  | 81.5            | 87.4  | 91.4  | 95.3  | 103.2     | 74.6  | 78.6  | 83.1      | 85.1      | 89.0      | 91.6      | 99.4        | 106.1     |
| MODEL             | M200   | M250  | M300  | M330  | M350  | M370  | M400      | M450      | M500      | M550      | M600      | Z200  | Z250  | Z300            | Z330  | Z350  | Z370  | Z400      | S370  | S400  | S435      | S450      | S480      | S500      | <b>S550</b> | S600      |
| ТҮРЕ              | DUPLEX |       |       |       |       |       |           |           |           |           | ٦         | 4-    | IX    | (Э <sup>-</sup> | 1d    | n     | C     |           |       | XE    | 170       | 415       | ЯT        |           |             |           |





All specifications are in imperial units of measurement - Specifications show De-Rating based on Mast Selection \* Represents De-Rating with Front Dual Drive tires - if with Side-Shift, rated capacity shall be 331.0lbs less



OCTANE Forklifts, Inc. 4905 Lima Street Denver, Colorado 80239





**OCTANE YELLOW** 



**OCTANE GREEN** 





**OCTANE RED** 





**OCTANE BLACK** 

**OCTANE OLIVE** 





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

BLACK



## **Certificate of Compliance**

### Trade Agreement ActBuy American Act North American Free Trade AgreementFAR(s) 25 & 52 DFARS 252

January 1, 2022

To: Valued Customer

Re: Buy American Compliance

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

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

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

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



## 52.225-6 Trade Agreements Certificate.

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

#### Trade Agreements Certificate (MAY 2014)

- (a) The offeror certifies that each end product, except those listed in paragraph
   (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
  - (b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

#### **Other End Products**



(List as necessary),

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

#### OCTANE Forklifts, Inc. supplies products that are manufactured and assembled in the United States of America. We are in compliance with the Trade Agreements Act FAR 52,225-5



## **Client Confidentiality Compliance Letter**

January 1, 2022

To: Valued Customer

Re: Client Confidentiality Compliance Letter

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

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

As an approved Federal, State, County, Local, and Municipal entity vendor, OCTANE Forklifts Inc. frequently engage in contracts that contain confidentiality verbiage. This Verbiage binds us to non-disclosure of (but not limited to) agency name, destination location, purpose of purchase, nature of equipment deployment, intended use, buyer's name and contact information, value of contract and details about quantities or specifications of items being purchased.

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

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

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

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



#### **OCTANE FORKLIFTS, INC. MANUFACTURER WARRANTY POLICY**

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

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

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

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

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

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

#### 1. Exclusive and Express Warranty Coverage and Coverage Limitations:

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

**12 High-Cost Emissions Components for Motor:** A component covered by the emissions-related warranty (as set forth above in writing) with a replacement cost, at a time of certification, that exceeds \$400. Components that are not directly involved with fuel control or the emission control system - as well as the accessories manufactured or supplied/attached by (and sold to OCTANE Forklifts for installation)

- will be free from defects in material and workmanship for a period of 1 year or 2000 hours, whichever occurs first. Replacement parts may be new, re-manufactured, reconditioned, or repaired depending on the specific component and particular circumstances involved.

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

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

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



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

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

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

#### 2. Warranty Disclaimers, Exclusions, and invalidity:

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

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

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

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

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

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

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

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

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

#### 5 Warranty Claim Submission: A fully completed, photo-supported claim-application must be received, as an email that is

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

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

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

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

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

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

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

