Request for Proposal
RFP-1146-05-JH

FORKLIFT

RESPONSES DUE:
TUESDAY, JUNE 21, 2005
4:30 PM at the Purchasing Department

PURCHASING REPRESENTATIVE:
JULIE M. HENDRICKS, CPPB
BUYER
Phone (970) 244-1484
FAX (970) 244-1427

This solicitation has been developed specifically for requesting proposals on a forklift. It may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this IFB prior to submitting. Submittal by FAX IS NOT ACCEPTABLE for this solicitation.
REQUEST FOR PROPOSAL

RFP No. 1146-05-JH

Forklift for Stores Department:

Due on Tuesday, June 21, 2005, 4:30 p.m.

The City of Grand Junction is inviting competitive proposals for a Forklift for our Stores Department.

RFP Solicitation documents are available by accessing www.govbids.com and selecting Rocky Mountain E-Procurement System or the City Purchasing Division, 2549 River Road, Grand Junction CO. 81501, telephone (970) 244-1533.

The City of Grand Junction will receive sealed proposals at the Purchasing Division Office located at 2549 River Road, Grand Junction, CO. 81501-7209. Vendor may stop by to evaluate the trade-in forklift and the City Shops Warehouse (2549 River Rd.) between the dates of June 6 and June 17, 2005. The proposal due date for this RFP is Tuesday, June 21, 2005, 4:30 p.m. local prevailing time. The proposals will not be publicly opened and read aloud. No proposals shall be received after the specified hour and proposals which are not prepared and filed strictly in accordance with the "Proposal Documents" may be rejected.

The City reserves the right to waive irregularities and to reject any or all proposals.

Julie M. Hendricks, CPPB
Buyer

End of Public Notice
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SECTION I: GENERAL CONTRACT TERMS AND CONDITIONS

A. **Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract will be made in writing by the City Purchasing Agent.

B. **Assignment:** The offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.

C. **Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

D. **Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.

E. **Contract Documents:** This Request for Proposal, Offeror’s Proposal, and any Addenda to the Contract Documents, as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

F. **Modification or Withdrawal of Proposals:** A proposal that is in the possession of the Purchasing Manager may be altered by facsimile, telegram or letter bearing the signature of name of the legal agent for the offeror, provided it is received prior to the time and date of the opening. Alterations should not reveal the price but should indicate the addition, subtraction or other change in the Proposal. A proposal that is in the possession of the Purchasing Manager may be withdrawn by the vendor up to the time of the opening. Proposals may not be withdrawn after the opening. Failure of the successful offeror to furnish the equipment awarded from this proposal may eliminate the offeror from the active vendors list.

G. **Contract Negotiations:** The City may negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected offeror shall be submitted in written form and made part of any resulting contract.

H. **Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City of Grand Junction. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City of Grand Junction. It does not include quantities for any other jurisdiction. The City of Grand Junction will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing
card for purchase/payment as authorized or agreed upon between the provider and
the individual entity. The City of Grand Junction accepts no liability for payment
of orders placed by other participating jurisdictions that choose to piggy-back on
our solicitation. Orders placed by participating jurisdictions under the terms of this
solicitation will indicate their specific delivery and invoicing instructions.

I. **Default:** The City reserves the right to terminate the contract immediately in the
event the Offeror fails to meet delivery or completion schedules, or otherwise
perform in accordance with the accepted proposal. Breach of contract or default
authorizes the City to purchase like services elsewhere and charge the full increase
in cost to the defaulting Offeror.

J. **Employment Discrimination:** During the performance of the contract, the
Consultant agrees to the following:

   The Offeror shall not discriminate against any employee or applicant for
   employment because of race, religion, color, sex, age, handicap, or national
   origin except when such condition is a bonafide occupational qualification
   reasonably necessary for the normal operations of the Offeror. The Offeror
   agrees to post in conspicuous places, visible to employees and applicants for
   employment, notices setting forth the provisions of this nondiscrimination
   clause.

   The Offeror, in all solicitations or advertisements for employees placed by or on
   behalf of the Offeror, shall state that such Offeror is an Equal Opportunity
   Employer.

   Notices, advertisements, and solicitations placed in accordance with federal law,
   rule, or regulation shall be deemed sufficient for the purpose of meeting the
   requirements of this section.

K. **Immigration Reform and Control Act of 1986:** The Offeror certifies that it does
not and will not during the performance of the contract employ illegal alien
workers or otherwise violate the provisions of the Federal Immigration Reform and

L. **Vendor Application Forms:** Offerors are required to have a current Vendor
Application completed with Bidnet, the City’s on line solicitation service.
Information is available by accessing [www.govbids.com](http://www.govbids.com) and selecting Rocky
Mountain E-Procurement System or by contacting the City Purchasing Division,
2549 River Road, Grand Junction CO. 81501, telephone (970) 244-1533.

M. **Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter
into any business arrangement with any employee, official or agent of the City.

N. **Non-collusion:** Neither the said Offeror nor any of it’s officers, partners, owners,
agents, representatives, employees or parties in interest, has in any way colluded,
conspired, connived or agreed, directly or indirectly with any other offeror, firm or

person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted. The price or prices quoted in offeror’s response are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any of its agents, representatives, owners, employees, or parties in interest.

O. **Preferential:** In an effort to maximize value for all taxpayers the City of Grand Junction does not subscribe to or apply any preferential for local vendors. All vendors are treated equally, based on the conditions of the unique solicitation. Preference will not be given to vendors within Grand Junction, Mesa County or the State of Colorado over vendors outside the local community or State.

P. **Failure to Enforce:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Q. **Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

R. **Indemnification:** The Offeror shall defend, indemnify and save harmless the City of Grand Junction, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror’s agent, employee, Sub-consultant or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

S. **Benefit Claims:** The City shall not provide to the Offeror any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the City for its employees.

T. **Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

U. **Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and the resulting contract. All modifications to this request and the contract must be made in writing by the City.
V. **Performance of the Contract:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.

W. **Remedies:** The Offeror and City agree that both parties have all right, duties, and remedies available as stated in the Uniform Commercial Code.

X. **Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

**SECTION II: INSTRUCTIONS AND CONDITIONS FOR SUBMITTAL**

A. **Compliance:** All participating offerors shall agree to comply with all conditions, requirements, and instructions of this Request for Proposal (RFP) as stated or implied herein. Should the City of Grand Junction, State of Colorado, hereinafter referred to as “City,” omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, then the offeror shall secure instructions from Julie M. Hendricks, City Purchasing Department, telephone number (970) 244-1484, prior to the date and time of the submittal deadline shown in this RFP.

B. **Award:** The RFP shall be awarded to the most responsible offeror which will be determined by criteria deemed essential to the City. The criteria are not limited to the lowest fee. The City reserves the right to reject any or all proposals, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to the City.

C. **Submission:** Proposals shall include a letter of interest, description of equipment offered, indicate if new or used, brochures and all additional documents required and/or submitted. Each proposal (one (1) original and one (1) additional photocopies of all documents) shall be placed in a sealed envelope and marked clearly on the outside: “RFP No. 1146-05-JH: Fork Lift for Stores” and delivered to the Purchasing Division not later than 4:30 pm, Tuesday, June 21, 2005. Sealed proposals must be received at the following location before the deadline to be eligible for contract award.

   **City of Grand Junction**
   Purchasing Division
   2549 River Road
   Grand Junction, CO 81501-7209

D. **Late Proposals:** Late or unsigned proposals will not be accepted or considered. It is the responsibility of the Offeror to insure the Proposal(s) arrives in the City Purchasing Division offices prior to the submission deadline set forth in Paragraph 1.3.
E. **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

F. **Withdrawal of Proposal:** A proposal may not be withdrawn or canceled by the offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

G. **Exclusion:** No oral, email, telephonic or facsimile proposals will be considered.

H. **Sales Tax:** The City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the final negotiated fees shall not include taxes.

I. **Addenda:** Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date will be made by a written Addenda to the RFP by the City Purchasing Agent. Sole authority to authorize addenda shall be vested in the City Purchasing Agent as entrusted by the City of Grand Junction City Council. Addenda will be posted to the Bidnet web site at [www.govbids.com](http://www.govbids.com) to all who are known to have received a copy of the RFP. Offerors shall acknowledge receipt of all addenda in their proposal.

J. **Incurring Costs:** The City shall not be obligated or be liable for any cost incurred by offeror prior to the issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

K. **Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such will be treated as confidential by the City to the extent allowable in the Open Records Act.

L. **Confidential Material:** All materials submitted in response to this RFP will become public record and will be subject to inspection after contract award. “Proprietary or Confidential Information” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “Confidential Disclosure” and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request will be reviewed and either approved or denied by the City Purchasing Agent. If denied, the offeror will have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal will be considered confidential or proprietary.

M. **Response Material Ownership:** All proposals become the property of the City of Grand Junction upon receipt and will only be returned to the offeror at the City’s option. Selection or rejection of the proposal will not affect this right. The City
shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section entitled Confidential Material. Disqualification of a proposal does not eliminate this right.

N. Public Funds/Non-appropriation: Funds for payment have been provided through the City of Grand Junction budget approved by the City Council for this fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Grand Junction fiscal year shall be subject to budget approval.

O. Information Requests: Requests for information regarding the contents and requirements of this RFP shall be directed to Purchasing Agent and/or Buyer at (970) 244-1533 or FAX (970) 244-1427.

SECTION III: PROPOSAL DOCUMENTS AND FORMAT

A. Proposals submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the proposal to the City.

B. Proposals shall include the following:

   A letter shall be provided stating the name; address and telephone number of the Offeror, and must bear the signature of the person having the authority to make the proposal for the firm.

C. Propose equipment that will adequately fulfill the specification requirements. Indicate if the equipment is new or used. If the equipment is used, supply information concerning previous owners. City budget amount available for this purchase is $30,000.00; however, the city will award to the proposer that offers a fork lift that will perform as specified (in this document) at the lowest overall cost to the city.

D. Product brochures shall be provided, along with warranty information.

E. Submittal of a proposal shall be taken as prime facie evidence that the Offeror has full knowledge of the scope, nature, quality and quantity of the work to be performed and the detailed requirements and conditions under which the work is to be performed.
SECTION IV: PROPOSAL EVALUATION AND SELECTION

A. **Intent:** Only respondents who meet the qualification criteria will be considered.

B. **Evaluation:** Based on the following evaluation criteria, the City of Grand Junction will award in the best interest of the City.

1. Net cost, including trade-in
2. Responsiveness of RFP
3. Demonstrated capability in current warehouse space
4. Compliance with specifications
5. Proven performance
6. Ease of operation
7. Life-cycle cost
8. Vendor performance history
9. Delivery time
10. Compatibility with existing equipment
11. Parts and/or Supplies;
12. Service/parts availability
13. Advantageous superior design features
SECTION V: SPECIAL INSTRUCTION TO VENDORS

Forklift for Stores

A. **Intent:** It is the intent of this specification to provide for the purchase of one (1) electric or propane forklift. In comparing proposals, consideration will not be confined to price only. The successful vendor will be one whose product is judged to best serve the interests of the City of Grand Junction.

B. **Pre-Solicitation Access:** The Stores Warehouse located at 2549 River Road will offer an “open house” for vendors to visit the warehouse and evaluate the trade-in forklift from June 6, 2005 to June 17, 2005. Please limit the visitation between the hours of 8:00 am to 11:00 am.

C. **Equivalent Product:** Proposals will be accepted for consideration on any make or model that is equal to the current forklift utilized in the Stores Department. Decisions of equivalency will be at the sole interpretation of the City of Grand Junction. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. Vendor must be prepared to demonstrate a unit similar to the one proposed, if requested.

D. **Trade-In Equipment:** When trade ins (equipment and/or rolling stock) are presented in the Proposal specifications, the City reserves the right to reject any or all offers. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. All trade in(s) are offered “as is, with no guarantee or warranty—either implied or expressed—of any kind. Trade-in(s) will not be available until the receipt and acceptance of the new unit unless agreed to by the City of Grand Junction Purchasing Manager. Trade-in(s) will be in the condition and appearance as appraised by the Vendor on or before the deadline for receipt of Proposals as set forth in the Invitation for Proposals, except for normal wear and tear. Any damage such as collision, fire or vandalism, shall be cause for renegotiation or the Vendor’s withdrawal of the trade-in offer.

It is the policy of the City of Grand Junction’s fleet department to maintain vehicles that continue to be used in the same condition as when offered for trade. Cracked or pitted glass will not be replaced unless defects obscure the vision of the driver.

It will be the responsibility of the vendor to examine the condition of the vehicles offered for trade before bidding. No complaint on adverse conditions over and above normal wear and tear will be considered.

Trade-in vehicles will not be available to the vendor until the new replacement unit is placed into active service, after all accessories have been installed and tested. Vehicles are normally traded with the same equipment as when purchased. Unless it is specifically stated on the Proposal invitation, none of the special equipment or attachments which may be on the vehicle at the time of appraisal will be included.
with the trade-in. This may apply but is not limited to utility bodies, winches, special hitches, carrying racks, warning lights, two-way radios, sirens etc.

E. Delivery: Delivery Date: All Proposals must be submitted with a delivery date.

   Pre-delivery: Prior to delivery, new equipment/vehicle must be completely serviced in accordance with standard new vehicle “Make Ready” and to the manufacturer’s specifications.

   Delivery: All costs for delivery of the new unit will be assumed by the vendor and included in the net price. Unless stated elsewhere in this Proposal document, all deliveries will be made to City of Grand Junction, Fleet Division, 2549 River Road, Grand Jct, CO 81501-7209.

F. Taxes & Final Payment: Prices quoted shall exclude Federal Excise and State taxes. Prices quoted shall be F.O.B. City of Grand Junction, CO 81501-7209. Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544. Final payment for equipment and vehicles delivered under these specifications will not be made until all terms and conditions have been satisfied.

G. Repair & Parts Manuals: An Operators, Repair, Emissions, Electrical and Parts Manual will be supplied with each new unit, except when units are duplicate orders and then only two of each is required. Manuals must be received prior to payment. Whenever available, the City prefers the manual in a CD format.
### A. FORKLIFT FOR STORES

The City will evaluate different types of forklifts and determine which one is best suited for the City's needs in safety, quality and standards of performance. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all forklift proposals will be compared.

1. The current forklift is operated 90% of the time indoors.

2. Current forklift is approximately 107 inches including 42 inch forks.

3. The City prefers an electric forklift however, if a **propane** forklift or a **used** forklift is offered, the City reserve the right to **test** it in our warehouse closed system and evaluate the safety of the emissions and the odor. The City will also test the forklift performance in the narrow aisles of the warehouse.

4. The storekeeper would like to be able to drive the forklift down the dock ramp, operate outdoors, and drive it back up the ramp, carrying product.

5. The forklift must be able to drive up and down the aisles (see attachment #1), turn, extend its forks, engage, lift a pallet, back up with the pallet, turn and continue down the aisle.

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The City of Grand Junction will receive sealed Proposals, on this form, in the office of the Purchasing Manager, 2549 River Road, Grand Junction, Colorado 81501-7209. This price is to furnish materials, supplies, equipment and/or services, as shown below and/or attached hereto: FOB DESTINATION delivered at Grand Junction, Colorado. TRANSPORTATION CHARGES PREPAID. All in accordance with the Proposal conditions, special provisions, and specifications attached or as indicated below.

Purchasing Representative:
Julie M. Hendricks  julieh@gjcity.org  970-244-1484

___________ ELECTRIC FORKLIFT, Net price FOB City Shops:

___________ USED?  YEAR __________________________

___________ NEW?  TURN KEY PRICE *1 EACH TOTAL, $ ________________________

Written: ___________________________________________ Dollars.

Manufacturer: _________________________________________

Model No.: ____________________________________________

Delivery will take _____________ days after receipt of order.

___________ PROPANE FORKLIFT, Net price FOB City Shops:

___________ USED?  YEAR __________________________

___________ NEW?  TURN KEY PRICE *1 EACH TOTAL, $ ________________________

Written: ___________________________________________ Dollars.

Manufacturer: _________________________________________

Model No.: ____________________________________________

Delivery will take _____________ days after receipt of order.
Concerning trade in options, the City reserves the right to reject any or all offers. Vendors are welcome to an “open house” to visit the warehouse and evaluate the trade-in forklift from June 6, 2005 to June 17, 2005. Please limit the visitation between the hours of 8:00 am to 11:00 am. Location is Grand Junction Stores Warehouse, 2549 River Road, Grand Junction Co.

**TRADE IN:** Unit 317, 1982 ELECTRIC FORKLIFT including BATTERY CHARGER.

$__________________________________________________________ Trade Offered

Written ______________________________________________________ Dollars

• Prompt payment discount of ___________ percent of the net dollar amount will be offered to the City if the invoice is paid within __________ days after the receipt of the invoice.
• The undersigned certifies and agrees that this Proposal is submitted in accordance with all applicable Federal, State, County, and City laws.
• The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

(Company Name of Vendor – Typed or Printed) (Phone Number of Vendor)

(Address of Vendor) (Authorized Dealer Agent – Typed or Printed)

(City, State, and Zip Code) (Authorized Agent Signature)

(Fax Number of Vendor) (Email Address)
**Attachment #1**

**Measurement of Stores Warehouse**

2549 River Road

Measurements are approx.

<table>
<thead>
<tr>
<th>Dock Door Side</th>
<th>NO area constrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>118&quot;</td>
<td>115&quot;</td>
</tr>
<tr>
<td>Wall</td>
<td>Wall</td>
</tr>
<tr>
<td>↔ Wall</td>
<td>↔ Wall</td>
</tr>
<tr>
<td>117&quot;</td>
<td>115&quot;</td>
</tr>
<tr>
<td>Shelving</td>
<td>Shelving</td>
</tr>
<tr>
<td>Most pallets</td>
<td>Most pallets</td>
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<tr>
<td>are</td>
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<tr>
<td>located</td>
<td>located</td>
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<tr>
<td>in this area</td>
<td>in this area</td>
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<tr>
<td>↔</td>
<td>↔</td>
</tr>
<tr>
<td>118&quot;</td>
<td>115&quot;</td>
</tr>
<tr>
<td>119&quot;</td>
<td>120&quot;</td>
</tr>
<tr>
<td>NO area constrictions</td>
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</tbody>
</table>

118" to 114" to cage

110" to beam by the Print Shop

107" to Conference Room