

CITY OF NOVI CITY COUNCIL NOVEMBER 22, 2021

SUBJECT: Approval to purchase a 2021 Mitsubishi LP Pneumatic Tire Forklift from Morrison Industrial Equipment Co. through the MiDeal Cooperative Purchasing Contract in the amount of \$68,931.60.

SUBMITTING DEPARTMENT: Department of Public Works, Fleet Division

EXPENDITURE REQUIRED	\$ 68,931.60
AMOUNT BUDGETED	\$ 69,914.00
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	101-442.30-984.025

BACKGROUND INFORMATION:

The 2021 Mitsubishi Propane Forklift will replace equipment #667, a 1999 Clark Forklift with 736 hours of operations. This piece of equipment is critical to the operations at DPW. A forklift/ lift truck is used to unload delivery trucks, hoist equipment for storage or removal for use, quickly relocate trailers around the grounds, and lift salt spreading equipment so that it can be mounted to a truck in the winter months. It also allows Fleet to tow vehicles in and out of bays if they cannot move. The new forklift will have safety features to adjust the forks opening/closing without requiring the operator to stop and exit the equipment.

RECOMMENDED ACTION: Approval to purchase a 2021 Mitsubishi LP Pneumatic Tire Forklift from Morrison Industrial Equipment Co. through the MiDeal Cooperative Purchasing Contract in the amount of \$68,931.60.

QUOTATION



Morrison Industrial Equipment Co. 1183 Old US 23 Brighton, MI 48114

PREPARED FOR

Customer: City of Novi

Address: 26300 Lee Begole Dr.

Novi, 48375

Michael Rhatigan (248) 962-8624

mrhatigan@cityofnovi.org

MIDeal contract #071B7700095

REFERENCE

Effective From: Friday, October 22, 2021
Effective To: Sunday, November 21, 2021

Quote #: 567475 Rev#2
Account Manager: Luke Gordley
Direct Phone: 810-444-9609

E-mail: lgordley@morrison-ind.com



FG55N1 - 12,000 lb. Capacity LP Pneumatic Tire Forklift

HIGHLIGHTS

Productivity

- GK45 4.5L 6-Cylinder Engine EPA Emission Compliant Fuel System

U.L. Approved Model

Two Speed Powershift Automatic Transmission (2F / 1R)

Transmission Oil Cooler

Transmission Return to Neutral for Start

Reliability

Engine Protection System:

- Engine Coolant Temperature Warning & Cutback
- Transmission Oil Temperature Warning & Cutback
- Engine Oil Pressure Warning & Cutback
- Brake Fluid Level Warning
- Periodic Maintenance Alerts & Display Indicator Isolated (Rubber mounted) Key Components:
- Hydraulic Control Valves
- Transmission
- Engine
- Radiator
- Exhaust System
- Secondary Lift Cylinders on Mast

Hydrostatic Power Steering

Separate Brake and Inching Pedals

Cyclone Air Filter

High Position Air Intake

Maintenance Free Battery

Anti Restart Ignition Key Switch

Fully Insulated Steel Engine Hood

Vacuum Assisted Power Brakes

500 Hour Service Intervals

Operator Comfort

Tilt Steering Column with Mechanical Quick Return Elongated Grab Bar Open Step with Anti Slip Plate Electronic Direction Control Cup Holder





MITSUBISHI

FG55N1 - 12,000 lb. Capacity LP Pneumatic Tire Forklift

Premium LCD/LED Display including:

- Combination Hour Meter & On Board Diagnostic Display
- Combination Parking Brake and Fluid Level Warning
- Speedometer and Clock Display
- Travel Direction Indicator
- Low Fuel Indicator (LPG Fuel System only) or Fuel Gage (Gasoline Fuel System Only)
- Engine Coolant Temperature Gauge
- Alternator (Battery Charging Status) Warning
- Diagnostic Warning
- Operator Passcode Functionality (Optional Activation)
- Other systems-related indicators & warnings

Added Operator Protection

Integrated Presence System (IPS)

- Transmission to Neutral & Display Indicator
- Mast & Auxiliary Hydraulic Lockout & Display Indicator
- Parking Brake Warning & Display Indicator
- Seat Belt Reminder Warning & Display Indicator

Dual Action Parking Brake Handle

ENHANCED PERFORMANCE

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STRENGTH AND DURABILITY	The rugged chassis of Mitsubishi forklift trucks is comprised entirely of steel ensuring that it		
	will thrive in the most demanding of applications.		
INTEGRATED PRESENCE SYSTEM	The IPS ensures that the operator is operating the forklift how it is supposed to be. Full		
	transmission and hydraulic function lockout, accompanied by audible alarms, make sure that		
	potential risks in operating the forklifts are kept to a minimum.		
REDUCED EMISSIONS	All Mitsubishi forklift trucks meet all EPA/CARB emissions regulations with maintenance free		
	emissions systems. This allows the operator to work in an environment with cleaner air while		
	focusing on the job, instead of worrying when they will need to stop the forklift and assist in		
	the regeneration process.		
PREMIUM LED/LCD DISPLAY	The standard premium display allows the operator to keep all of the systems of the forklift in		
•	check. If there is anything wrong, the operator is notified through one of the many icons that		
	monitor truck performance. This helps prevent more damage to the truck and can help		
	prevent excessive downtime.		
	CONFIGURATION		
CHASSIS	1 12,000 lb. Capacity LP Pneumatic Tire Forklift		
MAST	1 189.0" MFH / 94.0" OAL / 46.0" FFH Triplex		
RATINGS & STANDARDS	1 UL Approved		
RATINGS & STANDARDS	1 EPA Compliant		
POWERTRAIN	1 GK45 4.5L In line 6 Cylinder Gas and LPG Engine		
POWERTRAIN	1 Two Forward And One Reverse Speed Transmission		
CARRIAGE	1 47.0" Wide Hook Type Carriage		
DRIVE WHEELS / TIRES	1 Solid Pneumatic Single Drive Tires		
STEER WHEELS / TIRES	1 Solid Pneumatic Steer Tires		
LOAD BACKREST	1 48" High Load Backrest		
HYDRAULIC ACTIVATION	1 4-Section Valve With Cowl Mounted Levers		
HYDRAULIC HOSING OPTIONS	1 Single Function Internal Hosing -Triplex Mast		
OVERHEAD GUARD	1 Standard Overhead Guard - 90.5" To Top		
PRODUCTIVITY OPTIONS	1 Engine Protection System		
WARNING / LIGHT OPTIONS	1 Electronic Back-up Alarm		
WARNING / LIGHT OPTIONS	1 Two Forward LED Working Lights - OHG Mounted		
WARNING / LIGHT OPTIONS	1 Amber Strobe Light - Mounted Below OHG		
SEAT	1 Comfort (Non-Suspension) Vinyl Seat		
ACCESSORIES	1 Orange Seat Belt		
LANGUAGE MARKINGS	1 English Language Markings North/South America		
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KEY FEATURES & BENEFITS

they are all built for maximum performance and fuel efficiency.

These forklifts are available in a number of fuel types, but the constant across the board is that



FG55N1 - 12,000 lb. Capacity LP Pneumatic Tire Forklift

ATTACHMENT	1	Rightline Side Shifting Fork Positioner
FORKS	1	Rightline Pair Forks 2.25" x 6" x 72"

	FG55N1 INVESTMENT SUMMARY						
<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	EXTENDED PRICE	ACCEPTED			
1	MIT 12,000 lb. Capacity LP Pneumatic Tire Forklift	\$68,931.60	\$68,931.60				
	SPECIFIED INVESTMENT TOTAL:		\$68,931.60				

FG55N1 WARRANTY

FG55N1 Extended Warranty - 24 Months/Unlimited Hours Full Coverage; 36 Months/6000 Hours Powertrain

	the Terms and Conditions as included with this Quote
City of Novi	Morrison Industrial Equipment Co30313
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
	Luke Gordley
Printed name	Printed name
	Sales
Title/Position	Title/Position
Customer Purchase Order Number	_

- ACCEPTANCE. This quotation is an invitation for an offer and is tendered by Buyer for acceptance by Seller. It shall become a binding contract only when accepted by the General Manager or General Sales Manager at the office of Seller's sales and service branch stated the equipment ordered hereunder and (ii) the signing of any additional security agreement $% \left(1\right) =\left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left($ relating to said equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
- SHIPMENT. Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be
- ${\tt INSURANCE.}\ Buyer\ hereby\ agrees,\ warrants\ and\ covenants\ to\ keep\ the\ equipment\ delivered$ hereunder insured at all times against loss by fire and/or other hazards concerning which, in the judgment of the Seller, insurance protection is reasonably necessary, in a company or companies herein. Upon said acceptance the contract shall be effective after and shall survive (i) delivery of satisfactory to the seller and in amounts sufficient to protect the Seller against loss or damage to said equipment during the duration of Seller's security interest hereunder. Buyer further agrees to pay all premiums therefore and to furnish copies of such policy or policies of insurance to the Seller upon the Seller's request together with any loss payable clauses in favor of the Seller as may be requested by the Seller and granting to the Seller the right to act as the attorney for the Buyer in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts for the duration of the Seller's security interest herein.

upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination

- 3. PRICES. Prices quoted herein are based on present costs. Such prices are subject to increase by Seller at any time prior to delivery in respect of all or any portion of the equipment in order for scheduled delivery more than six (6) months from order dated, to the extent necessary to cover Seller's increased costs applicable thereto.
- 4. PAYMENT. Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of equipment herein described. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the equipment ordered.
- 5. TAXES. The amount of taxes stated on the reverse side hereof, if any, is approximate only. 12. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If may Seller pays such taxes, buyer shall reimburse Seller therefore.
- 6. SECURITY INTEREST AND DEFAULT. Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges. is paid in full by Buyer. Buyer agrees to sign and deliver to Seller an additional security agreement required by Seller to secure the amount owed.

If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If equipment ordered has been delivered to Buyer by Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Repossession and disposition of equipment, and suit for deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor existing at law or in equity.

7. WARRANTY. The only warranties made with respect to new goods quoted herein are those of the manufacturer. The manufacturer's warranties will be furnished upon request. If there are no warranties by the manufacturer, the goods are offered "As Is."

This warranty does not apply in respect of damage to any product or accessory or attachment thereof caused by overloading or other misuse, neglect or accident, nor does this warranty apply to any product or accessory or attachment thereof which has been repaired or altered in any way which, in the sole judgment of Seller, affects the performance, stability or general purpose for which it was manufactured.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESS OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

This warranty does not apply to batteries, tires, distributor points, spark plugs or other trade accessories which are covered by the existing warranties, if any, of the respective manufacturers thereof

8. FINANCE/DELINQUENCY CHARGES. Buyer hereby agrees to pay a finance delinquency charge to Seller of 1% per month on any outstanding balance due and owing more than 30 days after invoiced by Seller to Buyer in this transaction. This is an <u>Annual Percentage Rate of 12%</u>.

- 10. RESALE, ENCUMBRANCE AND EXAMINATION. The Buyer agrees that the Seller may examine and inspect the equipment delivered hereunder at any time wherever located so long as there are obligations of the Buyer contained herein still unperformed and the Seller retains a security interest in the equipment. Buyer further agrees, warrants and covenants that no sale or offer of sale or other transfer or encumbrance shall be made on the equipment without the prior written consent of the Seller during the duration of the Seller's security interest in the equipment and that the Buyer shall keep the equipment in good order and repair and will not waste or destroy the same for the duration of the Seller's security interest.
- 11. REPOSSESSION. In addition to all other rights and remedies upon default afforded to Seller herein, Buyer upon default specifically grants the right to Seller to come upon and/or go into the property of Buyer where the equipment is located and take possession of the equipment without judicial process to the extent permitted by law.
- 12. COSTS, EXPENSES, ATTORNEYS' FEES, ETC. UPON DEFAULT. In the event of a default under this agreement the Seller shall have the right, at its option and without demand or notice, to declare all or any part of the obligations immediately due and payable; and in addition, the Seller may exercise, in addition to the rights and remedies granted hereby, all of the rights and remedies of the Seller under the Uniform Commercial Code or any other applicable law. Buyer agrees in the event of a default, to make the equipment available to the Seller at a place to be designated by the Seller. Buyer further agrees to pay all costs and expenses of the Seller including reasonable attorney fees and all other costs of litigation incurred by the Seller in the collection of any of the obligations of the enforcement of any of Seller's rights including but not limited to repossession and replevin.
- 13. DELAYS. Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from causes beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts of omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; any delays resulting from any such cause shall constitute a waiver of all claims from damages. In no event shall Seller be liable for SPECIAL OR CONSEQUENTIAL DAMAGES.
- 14. CANCELLATION. Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreements as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting therefrom.
- 15. LIMITATION OF LIABILITY. Buyer's exclusive remedy in the event of any act or omission by or attributable to Seller giving rise to any liability shall be the repair or replacement of any non-conforming goods or parts. In addition, it is agreed that IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES INCURRED OR SUSTAINED BY BUYER FROM ANY CAUSE OF ANY KIND OR NATURE IN THE CASE OF INJURY TO THE PERSON. LIABILITY FOR CONSEQUENTIAL DAMAGES IS EXCLUDED TO EXTENT PERMITTED BY LAW.
- 16. INDEMNIFICATION. Buyer agrees to indemnify, defend, and hold Seller free and harmless from any and all liabilities, damages, losses, claims, causes or action, and suits of law or in equity or any obligation whatsoever arising out of or attributed to any action or neglect of the Buyer or any personnel employed by Buyer in connection with the use, operation or maintenance of the goods obtained as a result of this Purchase Order.
- 17. ARBITRATION. Any controversy or claim arising out of or relating to this agreement, or any breech thereof, shall be settled in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.
- 18. ENTIRE AGREEMENT AND APPLICABLE LAW. The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state where accepted by Seller. No waiver, modification or addition to any of the provisions on the face hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch office as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall

		the terms hereof, the latter shall.			
BILL OF SALE FOR UNITS TAKE	EN IN ON TRADE				
For value received, I/we hereby bargain and shall grant and deliver unto Morrison Industrial the following described materials:					
Amount of encumbrance	\$	Due:	Payable to:		
I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind other than described above, and that same is free and clear and is my/our sole and absolute property. Trade in units reflected above must be in same condition as time of inspection. Trade in units not operating in the same condition will be subject to re-evaluation.					
Ву:		Date:			