



**COUNTY OF ALLEGHENY  
DIVISION OF PURCHASING AND SUPPLIES  
436 GRANT STREET  
ROOM 206 COURTHOUSE  
PITTSBURGH PA 15219**

**Inquiry No. RFQ-2964DF**

This Letter Agreement is made and entered into this 7th day of June, 2010. In accordance with the specifications, terms, and conditions of Inquiry Number RFQ-2964DF, you

Jim Bloch  
Yale Industrial Trucks Pittsburgh Inc.  
1050 Rico Road  
Monroeville, PA 15146  
Phone: 412-856-9253 Fax: 412-372-2941  
[jbloch@yalepittsburgh.com](mailto:jbloch@yalepittsburgh.com)

Agree to furnish, supply, or deliver to the County of Allegheny, the following goods and/or services:

**PRE-OWNED FORK LIFTS**

<b>Item #</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
1	Unit to have 2500 hours or less of use	<u>\$9,800.00</u>
2	Unit to have 5000 hours or less of use	<u>\$6,500.00</u>

**PERIOD OF CONTRACT: June 1, 2010 through December 31, 2010**

**Both Items 1 and 2 must have the following specifications:**

- **Model Year 2000 or newer**
- **5,000 lb Capacity**
- **3 Stage Mast**
- **Propane Powered**
- **42" Forks**
- **Sideshifter**
- **Pneumatic Tires (Drive & Steer)**
- **Two (2) Headlights**
- **Back Up Alarm**
- **Amber Strobe Light**
- **Standard Grammer Seat**
- **Class II Carriage**
- **30 to 60 Day Warranty on all major components**
- **1 hour of instruction for each unit**
- **Vendor shall make technicians and OEM parts, or equal, readily available**
- **Parts & Service Manuals (if available)**
- **Price must include delivery and setup**

**INSURANCE**

The supplier shall obtain and maintain during the life of the Contract, with an insurance supplier rated not less than A- by A.M. Best, authorized to do business in the Commonwealth of Pennsylvania, the following insurance requirements:

**Automobile Liability.** Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage. Bodily injury and property damage liability covering all owned automobiles for limits of not less than \$300,000 bodily injury each person, each accident and \$300,000 property damage, or \$300,000 combined single limit – bodily injury and property damage.

**Commercial General Liability.** Bodily injury and property damage liability as shall protect the Supplier and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

**Professional Liability.** Coverage as shall protect the Supplier and any subcontractor performing work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by the Supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 each occurrence/aggregate and \$1,000,000 excess liability, each occurrence/aggregate.

**Worker's Compensation and Employers Liability.** The supplier shall meet the statutory requirements of the Commonwealth of Pennsylvania, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit

**Proof of Insurance.** The supplier shall not commence any work in connection with the Contract until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by County. The supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

**Deductibles.** The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the supplier and/or subcontractor providing such insurance.

**Additional Insured.** The County shall be named as an additional insured for operations or services rendered under the general liability coverage. The supplier's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County for all loss or damages arising from the supplier operations under this agreement. Certificates of such insurance will be furnished to the County and shall contain the provision that the County be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring supplier.

**Documents.** Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the County Department of Insurance shall be furnished. If any part of the work under the Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Contract, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the supplier will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

No program of self-insurance shall apply to any of the foregoing coverages without prior approval of the County.

The successful bidder shall be responsible to require his sub-contractors to comply with all of the insurance requirements of this agreement.

**DELIVER F.O.B. Point of Delivery**

**PERIOD OF CONTRACT: June 1, 2010 through December 31, 2010**

**OPTION TO EXTEND**

The Division of Purchasing and Supplies, reserves the right, upon notice to the supplier, to extend the Contract or any part of the Contract for up to three (3) months, upon the same terms and conditions after the indicated expiration date as described in the Contract. This will be utilized to prevent a lapse in Contract coverage for the goods or services indicated on the Contract, and only for the time necessary to enter into a new Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract; all other terms and conditions of the extended Contract will remain in full force and effect.

The County reserves the right to acquire more, less, or none at all of the quantities stated throughout the life of the contract.

**The County retains the right to terminate this contract upon thirty (30) days written notice.**

This Letter Agreement is duly signed on the day and year first written above, by the party below, who intends to be legally bound hereby.

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Dave Forman, Purchasing Agent