



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: February 19, 2020

Purpose: ☐ Presentation/Report ☐ Recognition ☐ Discussion/ Possible Action

☐ Closed/Executive Session ☐ Work Session ☐ Discussion Only ☒ Consent

From: Scott Stephens, Director of Child Nutrition

Item Title: Approval of Purchase of Forklift for the Child Nutrition Department

Description: Child Nutrition is requesting permission to purchase a new forklift to be used exclusively for the Child Nutrition Department. The forklift would be purchased using Child Nutrition funds from Toyota of South Texas in the amount of \$30,489.

Historical Data: NA

Recommendation: Approve the purchase of the forklift from Toyota of South Texas

District Goal/Strategy:

Objective 5.1: Create and implement safety standards that promote safe facilities and equipment across the district.

Funding Budget Code and Amount: 240-E-35 for \$30,489

APPROVED BY:

SIGNATURE

DATE

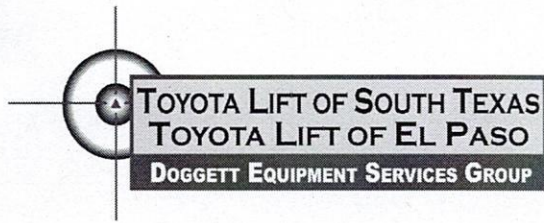
Chief Officer:

2/6/2020

CFO Funding Approval:

Superintendent:

2.12.2020



Toyota Lift of South Texas
4001 N Panam Expy
San Antonio, TX 78219-2206
Phone: 210-351-9500
Fax: 210-351-9561

January 15, 2020

Scott Stephens
South San Antonio Independent School Dis
5622 Ray Ellison Blvd
San Antonio, TX 78242-2214

Dear Scott:

We are pleased to submit the attached Toyota Electric Forklift quotation for your review and approval.

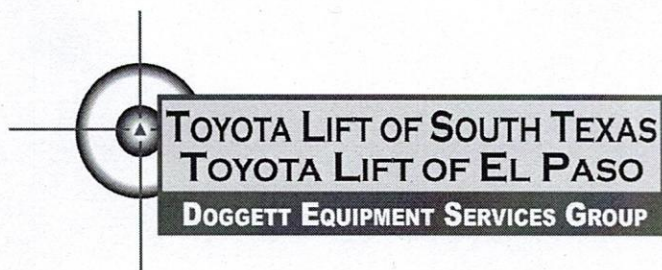
As an authorized Toyota dealer, Toyota Lift of South Texas can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Dave Landry
Sales Representative
Phone: 210-351-9500
Fax: 210-351-9561
Cell: 210-748-3283
E-mail: Dave.Landry@tlotx.com



Toyota Lift of South Texas
4001 N Panam Expy
San Antonio, TX 78219-2206
Phone: 210-351-9500
Fax: 210-351-9561

To: South San Antonio Independent School Dis
5622 Ray Ellison Blvd
San Antonio, TX 78242-2214
Attn: Scott Stephens

Date: January 15, 2020
Our Ref: 40917042
Phone: 210-977-7000
Fax:

We respectfully submit this quotation for the following NEW Toyota Electric Forklift (1 each):

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

TOYOTA MODEL 8FBE15U, 3-Wheel Sit-Down AC Electric Forklift, quality engineered with the following specification:

- Cushion Tires
- Electric Battery Powered

ACTIVE MAST CONTROL (AMC)

Toyota's industry exclusive Active Mast Control (AMC) helps improve forklift stability by electronically monitoring and controlling various functions of the forklift. Should the operator inadvertently place the forklift in a potentially unstable longitudinal condition, mast height and load sensors trigger the controller to activate the AMC, which limits forward tilt angle and/or tilt back speed. Additionally, if the operator attempts to lift with the forks tilted forward beyond 1°, the lift speed is automatically limited, encouraging the operator to return the forks to level before lifting.

AC DRIVE & AC LIFT SYSTEM

Quicker acceleration. Higher top speeds. Longer lasting power. Low maintenance. These are the hallmark benefits of the industry-leading 8FBE electric forklift with AC Drive and AC Lift. Simply put, Toyota's 8FBE models are electric marvels, offering unprecedented power, performance and energy efficiency. They're the sum total of creative engineering, breakthrough design and proven technology. All driven by a single vision: to create a superior-performing electric forklift that boosts productivity and minimize operating costs.



Photo may portray optional equipment not included in your quotation.

MOMENTARY HOLD/CONTROLLED DESCENT

Standard on all Toyota 8FBE models, the Momentary Hold/Controlled Descent feature maximizes forklift control when the accelerator pedal is released on a grade by regulating rolling speed. It also allows the forklift to be started on

an inclined surface without rolling backwards.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

Mast	3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast specifications: Maximum Fork Height - 189" Overall Lowered Height - 83.5" (Overhead Guard Height - 81.00) Free Lift - 35.4" with standard Load Backrest
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Lifting Capacity	Base Model Capacity - 3,000 lbs. @ 24" load center Actual Capacity, based on quoted specifications, - 2,600 lbs. @24" load center to 189" MFH
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Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt	5 degrees forward and 6.5 degrees backwards
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Carriage	ITA Hook Type, 36" Carriage
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Forks	Forks 42" x 4" x 1.4" - Class II
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Load Backrest	48" High Load Backrest
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Attachments	Cascade 36" Hang-on Sideshifter (Includes 3 Way Valve and 3rd Function Hosing)
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Speeds	Travel Speed: 9.90 mph Lift Speed: 115 fpm
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Voltage	36 Volt Electrical System
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Steering	On-Demand Hydrostatic Power Steering with Memory Tilt Steering Column
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Battery Compartment	21.7" (L) x 39.2" (W) x 24.5" (H)
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Wheels and Tires	Front Tires: 18x7x12-1/8 Rear Tires: 15x5x11-1/4
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**Additional
Equipment**

Rear View Mirrors (Left & Right Sides)
Rear Assist Grip with Horn Button
Pencil / Tape Holder (Mounted on Overhead Guard Leg)
Fire Extinguisher (Including Bracket)
Strobe Light - Yellow
Rear Combination Lights
Adjustable Volume Backup Alarm (Smart Alarm)
Battery 18-85-17
Battery Charger

**Other
Outstanding
Toyota Features**

- Regenerative Braking
- Wet disc brakes
- 500 Hour Periodic Maintenance Interval
- On Demand, Full Hydraulic Power Steering
- Thermal Protection Indicator
- Operator Presence Sensing System (OPSS)
- Travel Power Control (programmable acceleration)
- Planned Maintenance Indicator
- Foot Operated Parking Brake
- Electronic Shift Control
- Memory Tilt Steering Column
- Dual Operator Assist Grips
- Durable Rubber Floor Mat
- Dash Mounted Cup Holder
- Digital Multifunction Display

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Warranty

12 Months or 2,000 hours whichever occurs first: Basic
36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

We offer a Toyota factory authorized warranty on all new Toyota Industrial Equipment.

Investment	Price-Toyota Model 8FBE15U as specified above:	\$30,489	Each
	Net Price:	\$30,489	Each

Financing and Maintenance A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and Conditions

Payment: Cash or Financed on delivery.
Delivery: Will advise estimated delivery date at time of order placement. All delivery information offered by TLOTX is approximate based on suppliers lead time estimates. TLOTX cannot guarantee delivery date.
This proposal is valid for 30 days from date of proposal.
F.O.B.: Delivered
Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
Lease offerings subject to credit approval
Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.
Some options and configurations may void UL.
Conditions subject to change to those in effect at time of delivery.
Your signature on this proposal constitutes a firm order.
In the event of cancellation, fees will apply to cover restocking charges.

Sincerely,
Toyota Lift of South Texas

Accepted:
South San Antonio Independent School Dis

Cash Price \$ _____
Financed Payment \$ _____ Per Month _____ Months

By: _____

By: _____

Name: Dave Landry

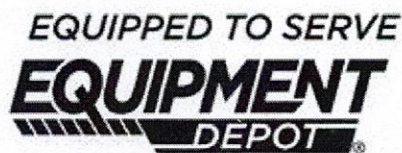
Name: _____

Title: Territory Sales Manager

Title: _____

Date: _____

QUOTATION



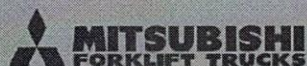
Equipment Depot Ltd.
16330 Air Center Blvd
Houston, TX 77032

PREPARED FOR

Customer: South San Antonio ISD *CLOSED*
Address: 2615 Navajo
San Antonio, TX 78224

REFERENCE

Effective From: Wednesday, January 15, 2020
Effective To: Friday, February 14, 2020
Quote #: 467152
Account Manager:
Direct Phone:
E-mail:



FB20PNT2 - 4,000 lb. Capacity 36/48V Electric 3-Wheel Lift Truck

HIGHLIGHTS

Productivity

- 36 / 48V Electrical System
- U.L. Type "E" Rated Model
- Mitsubishi PM-1000 AC Traction & Hydraulic Control System
- Dual AC Traction Motors
- AC Hydraulic Motor
- Electric Power Steering
- Regenerative Braking
- Wet Disc Brakes

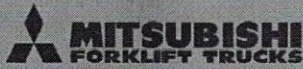
Reliability

- Thermal Protection (Motors and Controllers)
- Steel Battery Compartment Cover
- Battery Compartment with Adjustable Retainers
- SB350 Battery Connector (Grey)
- Horn
- Reverse Grab Handle with Horn
- Tilt Cylinders with Spherical Mast Bushings
- Lugged, Electric Compound Drive Tires 18 X 7 X 12.125"
- Lugged, Electric Compound Steer Tires 15 X 5 X 11.5"
- 500 Hour Service Intervals

Operator Comfort

- Static Vinyl Seat w/ Wrapped Steel Hip Restraint & Orange Seatbelt
- Tilt Steering Column
- Steering Wheel Knob
- Grab Bar
- Rubber Floor Mat
- Electronic Direction Control
- 3-Section Valve w/ Cowl-Mounted Hydraulic Levers
- Integrated Presence System (IPS) Featuring:
 - Traction Lockout
 - Mast and Auxiliary Hydraulic Lockout & Display Indicator
 - Parking Brake Warning & Display Indicator
 - Seatbelt Reminder Warning & Display Indicator





FB20PNT2 - 4,000 lb. Capacity 36/48V Electric 3-Wheel Lift Truck

Automatic Electronic Parking Brake

Operator Protection

- Open Step with Molded Anti-Slip Pattern
- Electronic Backup Alarm
- Premium Display Panel including:
 - Speedometer (MPH or KMH)
 - Battery Discharge Indicator (BDI)
 - Error and Fault Codes
 - Digital Clock with 12/24 Hour Format
 - Date in Various Formats
 - Timer (Key On)
 - Travel Direction Indicator
 - Mast Lock
 - Neutral Lock
 - Seatbelt Reminder
 - Parking Brake Indicator
 - 5 Travel Programs
 - Adjustable Display Contrast
 - Turtle (Crawl) Speed Button

Added Operator Protection

- Overhead Guard (OHG)
- Controlled Cornering Speed
- Two Forward Halogen Working Lights – OHG Mounted
- DC/DC Converter (113W Output)

KEY FEATURES & BENEFITS

INNOVATIVE AC TECHNOLOGY	Our AC technology incorporates “in-house” component design, providing increased performance, higher energy efficiency, longer run times and lower maintenance costs.
INDUSTRY LEADING ERGONOMIC DESIGN	Spacious operator compartment with infinitely-adjustable steer column, 3-way adjustable full suspension seat, and cowl-mounted hydraulic controls help to make operators work at peak performance levels.
INFORMATIVE PREMIUM DISPLAY	Includes a Battery Discharge Indicator to help operators gauge the runtime of the unit, current date & time display, travel speed, and many other helpful indicators.
REDUCING RISK	Our Integrated Presence System (IPS) activates alerts or stops specific functions on the lift truck if the operator is not in the normal operating position.
EFFORTLESS STEERING	Our standard Electronic Hydraulic Steering enhances the operator experience and reduces energy consumption for longer operation times.

CONFIGURATION

CHASSIS	1	4,000 lb. Capacity 36/48V Electric 3-Wheel Lift Truck
MAST	1	187.0" MFH / 84.0" OAL / 34.0" FFH Triplex
RATINGS & STANDARDS	1	UL Rated Type E
FORKS	1	1.6" X 3.9" X 42" Hook Type - Pallet
CARRIAGE	1	37.0" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	Cascade 36" Hang-On Sideshifter (37" Width Over LBR)
DRIVE & STEER TIRES	1	Smooth Electric Cushion Drive and Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve
HYDRAULIC HOISING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Amber Strobe Light With Guard - OHG Mounted

**FB20PNT2 - 4,000 lb. Capacity 36/48V Electric 3-Wheel Lift Truck**

SEAT	1	Comfort (Non-Suspension) Vinyl Seat
ACCESSORIES	1	Standard Orange Seat Belt
ACCESSORIES	1	Convex Mirror
LANGUAGE MARKINGS	1	English Language Markings North/South America
	1	36v Industrial Battery

FB20PNT2 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	MIT 4,000 lb. Capacity 36/48V Electric 3-Wheel Lift Truck	\$32,874.04	\$32,874.04	
SPECIFIED INVESTMENT TOTAL:			\$32,874.04	

FB20PNT2 WARRANTY

FB20PNT2 Standard Warranty - 12 Months/2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

BATTERY WEIGHT		COMPARTMENT DIMENSIONS			LEAD LENGTH	CONNECTOR	
MIN	MAX	LENGTH	WIDTH	HEIGHT		TYPE:	SB350
LB: 2200	2700	IN: 25.10	39.60	24.80	20.00	COLOR:	Gray
KG: 1000	1225	MM: 638	1006	630	510	POSITION:	B

MODEL	PERIOD	MONTHLY	HRS. ALLOWED	ADD'L FOR O.T

The TM&R rates listed in the schedule include all labor, parts and materials to perform repair work on the equipment listed herein with the exception of replacement tires, rotating and flashing lights, headlights, backup alarms, attachments (other than side-shifters), seats, cabs, forks or maintenance of batteries or chargers on electric trucks.

These rates specified are based on operating conditions determined by our Sales Representative on our TM&R Application Survey at the time of order, and are subject to terms and conditions of our Maintenance & Repair Agreement.



PERFORMANCE. GUARANTEED.

Other companies talk about performance. We guarantee it. Here's our pledge and promise to be the best service company in the industry. Period.

RESOLUTION

Have a concern? Not for long. Our employees are empowered to solve customer concerns on the spot. If you are still not satisfied, it's elevated to the regional leader for immediate attention and resolution.

SERVICE

Ready to roll 24/7/365 days a year and backed by a 4-hour emergency response time, or the first hour of labor is on us. Plus, free loaners on forklift and aerial lift repairs if we fail to fix it right the first time or by the time promised.

PARTS

All parts purchased from us are guaranteed for 6 months.

RENTALS

Rental equipment will be delivered on-time as promised or delivery is free.

30 DAY BUYBACK

If the new equipment fails to perform as promised and you're not satisfied, we'll buy it back. It's that simple

EQUIPPED TO SERVE™

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

South San Antonio ISD *CLOSED*

Equipment Depot Ltd.

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Joe Montes
Printed name

_____ Title/Position	Sales _____ Title/Position
_____ Customer Purchase Order Number	

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

BUYER AGREES THAT ACCEPTANCE OF SELLER'S QUOTATION HEREIN (THE QUOTE) SHALL BE MADE EITHER BY (A) EXECUTING IN THE APPROPRIATE SPACE BELOW AND RETURNING THE EXECUTED DOCUMENT TO SELLER, (B) BUYER'S PURCHASE OF SERVICES OR EQUIPMENT, IN WHOLE OR IN PART, FROM THIS QUOTE, OR SELLER'S COMMENCEMENT OF ANY WORK IN FULFILLMENT OF BUYER'S ORDER, IN WHOLE OR IN PART, FROM THIS QUOTE, (C) ELECTRONIC ACCEPTANCE, OR (D) ANY OTHER MEANS INDICATING BUYER'S WILLINGNESS TO ORDER SERVICES OR EQUIPMENT, IN WHOLE OR IN PART, FROM THIS QUOTE.

BY ACCEPTING THIS QUOTE, BUYER UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS ON THE REVERSE SIDE HEREOF, WHICH INCLUDES SELLER'S TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED BY REFERENCE INTO THIS QUOTE FOR ALL PURPOSES. THIS QUOTE, INCLUDING ALL ASPECTS OF BUYER'S PURCHASE OF SERVICES OR EQUIPMENT FROM SELLER, SHALL BE GOVERNED BY AND SUBJECT TO THE PROVISIONS FOUND ON THE REVERSE SIDE HEREOF.

ACCEPTED BY SELLER:

_____ NAME	_____ TITLE
X _____ SIGNATURE	_____ DATE:

ACCEPTED BY BUYER:

_____ COMPANY	
_____ NAME	_____ TITLE (Authorized officer or representative required)
X _____ SIGNATURE	_____ DATE

This quotation shall become a contract only upon signature by the Sales Manager or General Manager at Equipment Depot's business offices.

TERMS AND CONDITIONS AGREEMENT (AGREEMENT)

1. Buyer means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. Seller means Equipment Depot Texas, Inc.
2. This quotation is an offer to sell certain equipment (Equipment) or services (Services) as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
3. SHIPMENT. Unless otherwise agreed in writing, 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. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
4. PRICES. Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
5. PAYMENT. Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.

6. TAXES. The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of 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 Seller pays such taxes, Buyer shall reimburse Seller therefor.

7. SECURITY INTEREST AND DEFAULT. Seller shall retain a security interest in Equipment 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 any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment.

If Buyer fails or refuses 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 the Equipment has been delivered to Buyer 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 the Equipment, and suit for any 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 available to Seller at law or in equity.

8. WARRANTY. The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.

9. DELAYS. Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause 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 or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. IN NO EVENT SHALL buyer or seller BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, however same may be caused.

10. CANCELLATION. Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.

11. 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 of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.

12. TITLE. Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

13. ENFORCEABILITY. If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

**Crown Lift Trucks**

4400 NE Loop 410 - Suite 140
San Antonio, TX 78218
210-930-9360
crown.com

Quotation

January 15, 2020

Quote No. 06160-15898--SAP 121103

South San Antonio ISD

South San Antonio ISD
5622 Ray Ellison Drive
San Antonio, TX 78242
210-393-2007

Dear Homer,

Crown is pleased to present this proposal for you to meet your company's specific material handling solution needs. Our dedicated team of professionals are committed to providing a suite of products and services that deliver the lowest total cost of ownership and greatest long-term value.

Crown's award-winning line of lift trucks maintains a reputation for advanced product design, engineering and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with forward thinking and innovative products designed to improve performance and lower operating cost.

Many top ranked companies choose to partner with Crown. They place extraordinary value on our lift trucks and also recognize they will be supported by the most comprehensive customer support and service network in the industry.

Innovative Companies Choose Crown

- 60% of Forbes Top 50 Innovative Companies
- 70% of Newsweek Top 10 Green Companies in the World
- 88% of Fortune 500 Companies
- 92% of Internet Retailer Top 50 e-Commerce U.S. Companies
- 100% of Newsweek Top 10 Green Companies in the U.S.

Thank you for giving us the opportunity to present this proposal to you. We look forward to partnering with you on this project.

Sincerely,

Shannon Hrncir
Account Manager
210-823-8846

THE CROWN
ADVANTAGE

SC SERIES

THE MULTIPURPOSE WORKHORSE

Crown's SC 5200 Series three-wheel counterbalance truck gives you the power, maneuverability and industry-leading dependability to do virtually any task – shift after shift, year after year.

Discover how the SC Series can give your business the advantage:



Ultimate Maneuverability



With the shortest 3-wheel forklift in the industry, you can expect to work productively in tighter spaces and narrower aisles.

Intrinsic Stability System®



The proactive stability approach built into the SC Series inspires greater operator confidence.

Robust Steel Frame



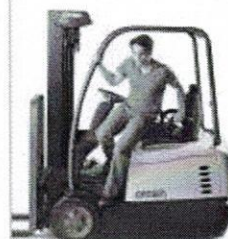
The SC 5200 Series chassis has a thicker frame and added cross members which stand up in abusive and demanding environments.

e-GEN® Braking



Practically eliminate maintenance costs with Crown's frictionless e-GEN braking system that extends operating time and delivers long lasting reliability.

Comfort



Every feature and component of the SC 5200 Series is designed and manufactured to provide comfort and ease of use for improved productivity in any operation.

Give yourself the **ADVANTAGE** with the Crown SC 5200 Series and let this workhorse perform for you.

Contact your local Crown dealer or visit crown.com.

CROWN

**Crown Lift Trucks**

4400 NE Loop 410 - Suite 140
San Antonio, TX 78218
210-930-9360
crown.com

Quotation

January 15, 2020

Quote No. 06160-15898--SAP 121103
South San Antonio ISD

Features and Options

Configuration Type

Voltage

Mast

Carriage

Sideshifter

Forks

Load Backrest

Power Source Type

Maximum Battery Size

Battery Connector

Auxiliary Hydraulics

Hydraulic Control Handles

Directional Control

Overhead Guard Height

Tilt Restriction

Steering Column

Drive Tires

Steer Tires

Seat

Seat Belt

Battery Discharge Indicator

Front Worklights

Worklight Key Switch

Travel Alarm

Key Switch

Warning Device Light

Paint

Language

Warranty

SC5245-40 4,000 lb. Capacity, 3-Wheel, Sit-Down Counterbalanced Truck

36 Volts

Triple Stage LH 190.0" OAH-C 83.0" OAH-EX 238.5" FL 35.0"

38" Wide

Crown Integral 38" Wide

Standard Length 42" Width 4" Thick 1.75"

39" Wide x 48" High

Lead Acid

Code 21 - 25.00" x 39.13" x 22.63"

SB350 Gray

Single Function

Manual Control - Nylon Levers (3" Longer than Urethane Levers)

Steering Column Mounted

78.5" High - Standard

5° Forward/5° Back

Standard Steer Column

Cushion Rubber Smooth - 18" x 7" x 12.1"

Cushion Rubber Smooth - 15" x 5" x 11.25"

FlexSeat® (Vinyl)

High-Visibility Orange

With Hour Meter, Fault Code Indicator, and Lift Interrupt

LED Worklights - OHG Mounted

Panel Switch (Front Lights)

Reverse (Power Unit First)

Standard

LED Flashing Light - Amber

Crown Beige/Gray

U.S. English

Standard - One Year/Unlimited Hours



**Crown Lift Trucks**

4400 NE Loop 410 - Suite 140
San Antonio, TX 78218
210-930-9360
crown.com

Quotation**January 15, 2020****Quote No. 06160-15898--SAP 121103****South San Antonio ISD****General Specs**

Load Center	Fork Face to Load CG	24 in.
Power	Electric	36 or 48 volts
Battery Compartment	Size- Max: Length	25.13 in.
Headlength		77.2 in.
Width Overall		42 in.
Turning Radius		62.7 in.
Aisle Width	Right Angle Stack	
Weight, Less Battery		6260 lb
Ground Clearance, Loaded	Lowest Point	3 in.
	Center of Wheelbase	5 in.
Grade Clearance, Loaded		22.4 %

Performance Specs

Travel Speed	Empty / Loaded	8.5/7.2 mph
Lift Speed - DC 36 Volts	Empty / Loaded	90/58 fpm
Lift Speed - AC 36 Volts	Empty / Loaded	110/67 fpm
Lift Speed - AC 48 Volts	Empty / Loaded	110/73 fpm
Lower Speed	Empty / Loaded	90/90 fpm

Battery and Charger Specifications

Make:	Douglas
Model:	SC524X-35/40 (36V) - 18-85DL-21
Amp Hour Capacity:	850
Voltage:	36 Volts
Battery Connector:	SB350 GRAY
Battery Weight:	2394

NO CHARGER QUOTED - CUSTOMER USING EXISTING



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Pricing Information

		<u>Price Each</u>	<u>Extended</u>
(1)	SC5245-40	\$ 25,646.50	\$ 25,646.50
(1)	Batteries	\$6,858.83	\$6,858.83

Total Package Price: **\$ 32,505.33 - DELIVERED**

Subject to acceptance by buyer and seller within 30 days from the date hereof and only in accordance with the terms and conditions printed which form a part of this quotation.

Prices quoted are based upon quantities specified above.
If **South San Antonio ISD** cannot accept merchandise at the time of shipment from our supplier, **South San Antonio ISD** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes.
All orders are subject to acceptance by Crown
FOB: Delivered Terms: NET 10 DAYS.

Thank You. We hope we can be of service to you.

Crown Lift Trucks

Shannon Hrcir
Account Manager

By _____
Title _____ Date _____

TERMS AND CONDITIONS OF SALE

1. **OSHA Regulations.** Employers of operators of lift trucks are required to follow applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon request.
2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
3. **General.** The terms and conditions on both sides of this form shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Crown shall not be bound by Buyer's Terms and Conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions by Buyer, either acceptance or payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.
4. **Price.** Prices as quoted are in U.S. dollars and are firm for thirty (30) days from the date of Crown's Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. Carrier's equipment at our factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
5. **Surcharges.** Notwithstanding anything in these Terms and Conditions to the contrary, Crown reserves the right, at the time of order, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. If Buyer does not agree to pay such surcharge, Crown reserves the right to cancel the applicable order.
6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
12. **Warranty by Crown.** Crown's standard published warranties in effect at the time of shipment for the particular equipment shall apply. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations under this agreement, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS UNDER THE AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE.
- Any cause of action against Crown arising out of this agreement must be brought within one year after the cause of action has accrued.
NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALES AGREEMENT WITH BUYER, OR THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT EXCEED THE PURCHASE PRICE THEREOF.
14. **Patent, Trademark or Copyright Infringement.** Crown warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided, however, that where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall indemnify Crown against and save harmless Crown from all loss, damage, and expense arising out of any suit or claim against Crown for infringement of any patent, trademark, or copyright because of Crown's manufacture of such equipment or because of the use or sale of such equipment by any person. At Crown's option, upon receipt from Crown of written notice of any such suit or claim, Buyer shall appear in and assume the defense of the litigation.
15. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth.

Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
16. **Termination.** Crown may terminate this agreement upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part contained in this agreement or to perform any of its obligations under this agreement, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, whether or not accepted by Crown, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
17. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
18. **Government Contract Conditions.** If Buyer's purchase order contains a U.S. government contract number and orders products to be used in the performance of the contract, those clauses of applicable U.S. government procurement regulations mandatorily required by federal statute to be included in U.S. government subcontracts shall be incorporated herein by reference.
19. **Modifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses incurred thereby, whether in contract, tort, or otherwise resulting from such failure.
20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. This agreement shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. This agreement supersedes all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Buyer unless Buyer agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.
21. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.