



2024 Louisville Riverport Authority KRI Application

Contact Information:

Point of Contact: Mr. Ozzy Gibson, President & Executive Director

Applicant: Louisville Riverport Authority

Applicant Address: 6900 Riverport Dr. # A, Louisville, KY 40258

Phone: 502-744-1715

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KRI Application:

Funds will be used to purchase a CAT 255 Skid Steer under Kentucky State Equipment Contracting

The Louisville Riverport Authority (LRA) has been a centerpiece of economic growth and development for over three decades. Its dock has a 30-ton gantry crane on Mile 618 of the Ohio River. Its rail transloading facility is comprised of 300 acres of riverfront property that is served by three railroads: CSX, NS and PAL.

Last year, we transloaded over 180 barges and 500 rail cars carrying steel products, bulk commodities for cement manufacturing, locally produced fertilizer, among many other products.

TC 59 -0105 is attached.

TC 59-105



KENTUCKY RIVERPORT IMPROVEMENT (KRI) APPLICATION

INSTRUCTIONS: A guidance document is provided to assist in completing the application packet and may be accessed at https://transportation.ky.gov/MultimodalFreight/Pages/Ky-Riverport-Grant-Program.aspx See the guidance document for required attachments and acceptable methods of submittal.

SECTION 1: APPLICANT INFORMATION

Table with 4 columns: RIVERPORT NAME, TOTAL PROJECT COST, KRI GRANT REQUEST, APPLICATION YEAR. Includes fields for STREET ADDRESS, CITY, STATE, ZIP, CONTACT NAME & TITLE, PHONE, and EMAIL.

SECTION 2: PROJECT DESCRIPTION

Table with 2 columns: PROJECT TITLE, DURATION. Includes field for FACILITIES AFFECTED BY THE PROPOSED PROJECT.

Owned by Riverport Authority Leased to:

Briefly describe the project, including operational and market need, and how the project will increase jobs and efficiency: (Text limited for accurate printing. Attach additional pages as needed.)

The Louisville Riverport Authority (LRA) is applying to purchase a new CAT 255 Skid Steer Loader. Skid steers are critical in transloading bulk materials from barges at our Ohio River dock and bulk rail cars serviced at the LRA property. Skid steers are used to clean barges carrying bulk materials, and to recover the spillage incurred in barge and rail transloading operations. New Albany Main Steet Properties, LLC (dba "the Port of Louisville") is the LRA tenant operator. The Port currently uses a three-year-old skid steer with over 2025 operating hours and a lease that is expiring this year. In 2023 the Port recieved or shipped over 180 barges and 500 rail cars. As a critical part of Kosmos Cement's supply chain, the Port receives most of the raw materials required by Kentucky's largest cement manufacturer. As a result, the Port plays an essential role supporting the Commonwealth's building, construction, and transportation infrastructure economic sectors. A skid steer is also essential in transloading locally produced Sul-4-Plus fertilizer. The CAT 255 is on the Kentucky Equipment State Contract and the \$81,508.78 quote from Boyd CAT, a Kentucky authorized dealer, is included. Our dealer has indicated the delivery time on the CAT 255 is approximately 12 weeks. This application includes the quote, model specs and Boyd CATS' Master Agreement with the Commonwealth.

Select ONE: Applicant plans to use their own manpower, equipment, or materials on the project (Force Account). Applicant plans to competitively bid out all work related to the project.

Table with 3 columns: TRAFFIC, CURRENT, AFTER PROJECT. Rows include Trucks per day, Train cars per week, and Barges per week.

FOR KYTC USE ONLY

Form section for KYTC use only, including fields for Date Received, Application Complete, Eligible Applicant?, Permits Needed?, WTAB Approval, Sec. Approval, Award Amount, Award Date, Notification of Award, MOA #, and Notice to Proceed.



KENTUCKY RIVERPORT IMPROVEMENT (KRI) APPLICATION

SECTION 3: APPLICANT CASH MATCH

Cash Match Amount:	Match Percentage (20% or more of Total Project cost is required.):	
	AMOUNT	
SOURCE(S) OF CASH MATCH	SECURED	APPLIED
New Albany Main Street Properties LLC	\$16,301.76	\$16,301.76
	\$0.00	\$0.00
	\$0.00	\$0.00

SECTION 4: PERMITS AND APPROVALS

	YES	NO
Has the applicant consulted with state and federal agencies (US Army Corps of Engineers, US Coast Guard, US Fish & Wildlife Service, KY Division of Water, KY Heritage Council, etc.)?	N/A <input type="checkbox"/>	<input type="checkbox"/>
Has state and federal agency consultation determined permits are needed?	N/A <input type="checkbox"/>	<input type="checkbox"/>
Have all required permits (environmental, encroachment, etc.) been obtained?	N/A <input type="checkbox"/>	<input type="checkbox"/>

SECTION 5: SUBMISSION CHECKLIST (See guidance document for details.)

- Kentucky Riverport Improvement Application
- Statement of Work
- Scope of Work
- Purchase quote or cost estimate for the project
- Project Schedule/Timeline
- Certification of the ability to provide the minimum 20% match requirement
- Maps, aerial photos, drawings, and photographs, as needed
- Engineering plans, schematics, details, drawings of the proposed project, as needed
- N/A Copies of all correspondence or evidence of consultation that has occurred with state & federal agencies, if applicable
- Annual Affidavit for Bidders, Offerors and Contractors from applicant
- Documentation of Port Planning

SECTION 6: CERTIFICATION

I have read the Riverport Improvement Project Guidance Document and understand and agree to abide by what is stated therein. I agree that incomplete applications, applications missing any of the above required supporting documents, or applications received after the deadline, will be deemed ineligible by Division staff without consideration for KRI funds and returned to applicant. I also hereby certify, subject to the provision of KRS 523.100 (unsworn falsification to authorities), that the above information is true and correct to the best of my knowledge.

PRINTED NAME & TITLE	SIGNATURE	DATE
Miguel A. Zamora II, Vice President, LRA		6/7/2024

Completed applications and all required attachments must be submitted electronically in PDF format. Paper copies will not be accepted. Emailed applications must be received by the Division by date indicated in document. PDF copies shall be sent via email to KYTC.ModalPrograms@ky.gov

Statement of Work

The Port's largest customers are Kosmos Cement and Nucor Steel. As a result, the Port plays an essential role supporting the Commonwealth's building, construction, transportation infrastructure, and advanced manufacturing, including automotive and steel industries. Almost all the steel coils that are manufactured into steel conduit at the Nucor Tubular Plant in Louisville arrive by barge or rail at the Port, and then staged for just-in-time delivery. Barge deliveries from the Nucor Gallatin plant take hundreds of trucks off the congested I-71 corridor annually. Barges deliver Nucor coils for local customers or for transloading to the NS Railroad for long distance delivery. In this way, the Port provides a unique short-haul barge connection to the right long-haul rail carrier. Last year, the Port received raw materials for the construction of the Blue Oval Battery Plant in Glendale, Kentucky.

Scope of Work

Transloading bulk commodities by barge requires a skid steer to complete the emptying and cleaning process. The tool is also employed to recover bulk material spillage around hoppers, trucks, docks and railcars. The current CAT 259 skid steer used at the Port is three years old, has over 2000 operating hours and will soon come to the end of its lease term.

We propose to replace the CAT 259 with a CAT 255 skid steer. The CAT 255 is registered on the Kentucky Equipment State Contract and the \$81,508.78 quote from Boyd CAT, a Kentucky authorized dealer, is included. The CAT 255 has significant maintenance, safety, and operational capabilities that are superior to the older model. Our dealer has indicated the delivery time for the CAT 255 is approximately twelve weeks. This application includes the quote, model specs and Boyd CATS' Master Agreement with the Commonwealth of Kentucky.

Purchase Quote

- Attached is a quote and supporting product and business documents from the vendor.

Quote for Equipment Purchase

MSQ:291810

6/5/2024

Louisville Riverport Authority
 6900 Riverport Drive #A
 Louisville KY 40258

MASTER AGREEMENT NUMBER: MA 758 2300001527

STOCK NUMBER: EQ00208183 SERIAL NUMBER: FL701002 YEAR: 2024 SMU: 0
 2024 255-05 - Caterpillar Compact Track Loader

MACHINE SPECIFICATIONS:

255-05 - SCOTT LAWN & LANDSCAPE - Caterpillar	EQ00208183	
255 05A COMPACT TRACK LOADER	5860258	\$0.00
255 CTL DCA4A	6446339	\$100,100.00
CAB PACKAGE, PRO PLUS	6446320	\$0.00
CERTIFICATION ARR, P65	6437208	\$0.00
COUNTERWEIGHT,MACHINE,EXTERNAL	5859676	\$1,365.00
DOOR, CAB, GLASS	5937243	\$0.00
COMFORT PKG, ENCLOSED CAB,HVAC	5859836	\$0.00
FAN, COOLING, DEMAND	5859666	\$0.00
FUEL, ELECTRIC PRIMING	5901211	\$630.00
GUARDING / SEALING PKG, (HD1)	5860092	\$675.00
HEATER, ENGINE COOLANT, 120V	5942212	\$0.00
HOSE GUIDE, ATTACHMENT	6405405	\$0.00
HYDRAULICS, PERFORMANCE, (HP1)	5859682	\$0.00
IDLER WHEELS, TRIPLE FLANGE	6423004	\$0.00
INSTRUCTIONS, ANSI, USA	5859582	\$0.00
INTEGRATED RADIO	5941962	\$0.00
LANE 3 ORDER	OP9003	\$0.00
PACK, DOMESTIC TRUCK	OP0210	\$0.00
PACKAGE, TECHNOLOGY (T4)	6016603	\$0.00
QUICK COUPLER, HYD, SELF LEVEL	5860291	\$0.00
PRODUCT LINK, CELLULAR PLE643	5792324	\$0.00
REAR LIGHTS	5792312	\$0.00
SEAT BELT, 2"	6131924	\$0.00
SEAT,AIR SUSPENSION,CLOTH,HEAT	5859587	\$0.00
RIDE CONTROL, NONE	5926357	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	4218926	\$0.00
SHIPPING/STORAGE PROTECTION	6431300	\$274.00
TRACK,RUBBER,400MM(15.7 IN)BAR	5941466	\$955.00
WORK LIGHTS,LED	5792310	\$0.00

OTHER EQUIPMENT:

Components	Ref No.	Qty
279-5373 BUCKET-GP, 74", BOCE . (279-5373 BUCKET-GP, 74", BOCE .)	279-5373 BUCKET- GP, 74", BOCE .	1



Total List Price^	\$105,978.00
KY MASTER CONTRACT DISCOUNT (20% off)	\$21,195.60
ADDITIONAL DEALER DISCOUNT	\$6,073.62
FREIGHT AND STANDARD PREP	\$2000.00
EXTENDED WARRANTY FOR 60 months or 2500 hrs	\$800.00
SALES PRICE BEFORE TAX	\$81,508.78

WARRANTY COVERAGE:

Standard Warranty will include 2yr 2000hr Full Machine coverage
255 - 60 MO/2500 HR POWERTRAIN + HYDRAULICS + TECH

CUSTOMER VALUE AGREEMENT (CVA):

24 month 1000 hr CSFA CVA

Accepted By _____ on _____

Signature _____

Quote good for 30 Days – Subject to Prior Sale

Equipment Specifications



Cat[®] 255

COMPACT TRACK LOADER

FEATURES:

The Cat[®] 255 Compact Track Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its standard torsion suspension undercarriage system provides superior traction, flotation, stability, and speed to work in a wide range of applications and underfoot conditions. The 255 features the following:

- **Redesigned Operator Station** delivers a larger operating environment, and combined with additional seat travel, the 255 provides more space for operators of any size. The optional **one-piece, sealed, and pressurized cab** offers a clean and quiet workspace with excellent air distribution through optimally placed vents throughout the cab.
- **Available ventilated and heated high-back air ride seat** with seat-mounted adjustable joystick controls deliver industry-leading operator comfort.
- **High-performance power train** provides selectable settings for drive power priority and maximum travel speed (overdrive) to customize the machine performance to match the task.
- **Three levels of auxiliary hydraulic performance available** Standard Flow, High Flow, and High Flow XPS. **Standard flow** for attachments that require a base level of auxiliary flow and horsepower, **High Flow** boosts the auxiliary flow for applications that demand additional hydraulic flow for increased attachment performance, and the **High Flow XPS** hydraulic system provides maximum auxiliary hydraulic performance by delivering additional flow and additional pressure for the most demanding attachments and applications.
- **Electronically controlled Cat C2.8T engine** meets U.S. EPA Tier 4 Final and EU Stage V emission standards while delivering maximum horsepower across a wide RPM range and providing high torque for increased working performance, no matter the application.
- **Standard torsion suspension undercarriage and standard two-speed travel**, combined with the optional Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity, and greater operator comfort.
- **Maximize machine capability and control with the Advanced Joysticks and Advanced Touchscreen Monitor.** The **20.3 cm (8-inch) Advanced Touchscreen Monitor** offers cutting-edge functionality and control that includes an integrated radio, Bluetooth[®] connectivity, and multi-camera (side-view) option, and supports 32 different language choices. The **Advanced Joysticks** provide unmatched control of machine functions and adjustments within the display without the operator having to remove his hands from the controls. This includes on-joystick navigation of the Advanced Touchscreen Monitor, radio volume up/down/mute, creep activation, creep on/off, creep speed increment/decrement, one-button Smart Attachment control activation, and additional auxiliary control buttons that deliver single-button control of complex attachment functions.
- **Ground-level access** to all daily service and routine maintenance points help reduce machine downtime for greater productivity.
- **Broad range of performance-matched Cat Attachments** make the Cat Compact Track Loaders the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat [®] C2.8T (turbo)	
Gross Power SAE J1995	55.4 kW	74.3 hp
Net Power SAE 1349	54.8 kW	73.5 hp
Net Power ISO 9249	54.4 kW	73 hp
Peak Torque at 1,600 rpm SAE J1995	300 N·m	221 lbf·ft
Displacement	2.8 L	171 in ³
Stroke	90 mm	3.5 in
Bore	110 mm	4.3 in

Weights*

Operating Weight	4345 kg	9,578 lb
Tip Load	3238 kg	7,140 lb
Rated Operating Capacity (ROC) (35%)	1133 kg	2,499 lb
ROC (50%)	1619 kg	3,570 lb
Enclosed Cab Adds to Operating Weight	+82 kg	+180 lb
Tip Load	+49 kg	+108 lb
ROC (35%)	+17 kg	+38 lb

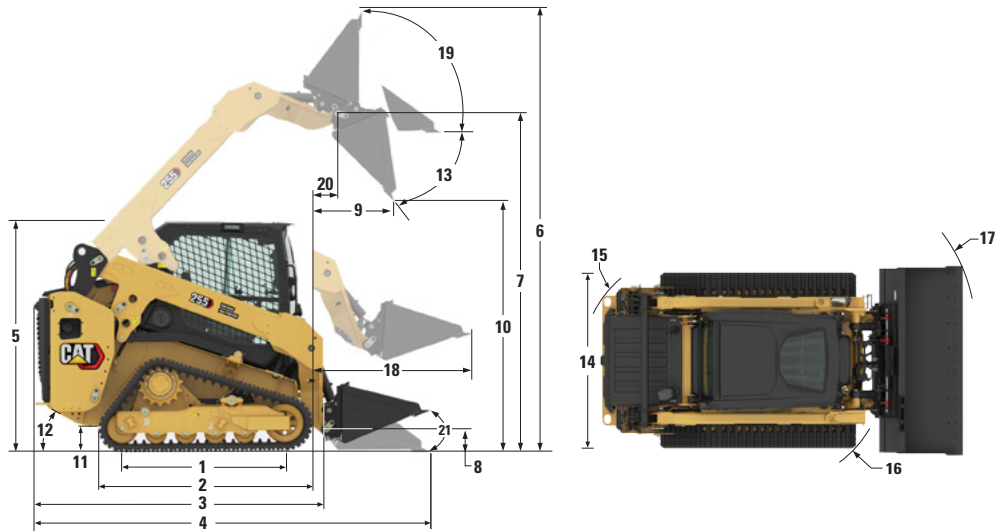
Weights* (continued)

Counterweight Adds to Operating Weight	+125 kg	+276 lb
Tip Load	+172 kg	+379 lb
ROC (35%)	+60 kg	+132 lb
Wide Track (400 mm/15.7 in) Adds to Operating Weight	+54 kg	+119 lb
Tip Load	+36 kg	+79 lb
ROC (35%)	+13 kg	+28 lb

*Operating Weight, Operating Specifications, and Dimensions are all based on 1730 mm (68") Low Profile Bucket with bolt-on cutting edge, 320 mm (12.6") narrow track, 75 kg (165 lb) operator, open canopy, mechanical suspension seat, HD battery with disconnect, standard flow hydraulics, manual coupler, and full fluids. No external counterweights, and no dual self-level/return-to-dig/work tool positioner.



255 Compact Track Loader



Dimensions*

1 Length of Track on Ground	1485 mm	58.5 in	12 Departure Angle	30.6°
2 Overall Length of Track	1948 mm	76.7 in	13 Maximum Dump Angle	46.3°
3 Length without Bucket	2800 mm	110.2 in	14 Vehicle Width (320 mm/12.6 in tracks)	1675 mm 65.9 in
4 Length with Bucket on Ground	3430 mm	135 in	Vehicle Width (400 mm/15.7 in tracks)	1760 mm 69.3 in
5 Height to Top of Cab	2115 mm	83.3 in	15 Turning Radius from Center – Machine Rear	1656 mm 65.2 in
6 Maximum Overall Height	3941 mm	155.2 in	16 Turning Radius from Center – Coupler	1377 mm 54.2 in
7 Bucket Pin Height at Maximum Lift	3150 mm	124.0 in	17 Turning Radius from Center – Bucket (racked)	2105 mm 82.9 in
8 Bucket Pin Height at Carry Position	195 mm	7.7 in	18 Maximum Reach with Arms Parallel to Ground	1162 mm 45.7 in
9 Reach at Maximum Lift and Dump	540 mm	21.3 in	19 Rack Back Angle at Maximum Height	85.2°
10 Clearance at Maximum Lift and Dump	2424 mm	95.4 in	20 Bucket Pin Reach at Maximum Lift	151 mm 5.9 in
11 Ground Clearance	212 mm	8.3 in	21 Bucket rollback angle (ground level)	27°

Power Train

Travel Speed (Forward or Reverse)		
One Speed	9.2 km/h	5.7 mph
Two Speed	14.7 km/h	9.1 mph

Hydraulic System

Hydraulic Flow – Standard:		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	86 L/min	23 gal/min
Hydraulic Power (calculated)	34.6 kw	46.4 hp
Hydraulic Flow – High Flow:		
Loader Hydraulic Pressure	24 130 kPa	3,500 psi
Loader Hydraulic Flow	113 L/min	30 gal/min
Hydraulic Power (calculated)	45.4 kW	60.9 hp
Hydraulic Flow – High Flow XPS:		
Loader Hydraulic Pressure	28 000 kPa	4,061 psi
Loader Hydraulic Flow	113 L/min	30 gal/min
Hydraulic Power (calculated)	52.7 kW	70.7 hp

Operating Specifications*

Rated Operating Capacity:		
35% Tipping Load	1133 kg	2,499 lb
50% Tipping Load	1619 kg	3,570 lb
Rated Operating Capacity with Optional Counterweight (at 35%)		
Tipping Load	1194 kg	2,631 lb
Breakout Force, Tilt Cylinder	3238 kg	7,140 lb
Breakout Force, Lift Cylinder	3060 kg	6,746 lb
Breakout Force, Lift Cylinder	2674 kg	5,895 lb
Ground Contact Area (320 mm/12.6 in track)	1.02 m ²	1,582 in ²
Ground Contact Area (400 mm/15.7 in track)	1.28 m ²	1,977 in ²
Ground Pressure (320 mm/12.6 in track)	41.8 kPa	6.1 psi
Ground Pressure (400 mm/15.7 in track)	34.0 kPa	4.9 psi

Cab

Rollover Protective Structure (ROPS)	ISO 3471:2008
Falling Object Protective Structure (FOPS)	ISO 3449:2005 Level I

Service Refill Capacities

Cooling System	11.5 L	3.0 gal
Engine Crankcase	8.2 L	2.2 gal
Fuel Tank	95 L	25.1 gal
Hydraulic System	36.8 L	9.7 gal
Hydraulic Tank	26 L	6.9 gal

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C2.8T (turbo) engine meet U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuelsRefer to guidelines for successful application. Please consult your Cat dealer or “Caterpillar Machine Fluids Recommendations” (SEBU6250) for details.

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 0.85 kg of refrigerant which has a CO₂ equivalent of 1.216 metric tonnes.

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

Inside Cab* – 80 dB(A)

Outside Cab** – 103 dB(A)

- Cab and ROPS are standard in North America and Europe.
 - *The declared dynamic operator sound pressure levels per ISO 6395:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.
 - **The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - Extended life coolant and long life hydraulic fluid extend maintenance intervals to reduce fluid consumption
 - Boost productivity with Cat technologies like work tool positioner, return to dig and Cat Smart Attachments
 - Save fuel with efficiency features such as foot throttle pedal and cooling system demand fan
 - Remote machine monitoring through onboard Product Link telematics

255 Compact Track Loader

ATTACHMENTS

Get more from your machine with Cat attachments. Choose from a wide variety of options and tailor your machine to different tasks and conditions.

- Augers
- Backhoes
- Bale Grabs
- Bale Spears
- Blades, Grader, Box, Angle and Dozer
- Brooms, Angle, Pickup and Utility
- Brushcutters
- Buckets
- Cold Planers
- Compactors
- Fork Tines and Carriages
- Hammers
- Material Handling Arm
- Mulchers
- Nursery Forks
- Rakes, Grapple, Landscape and Power Box
- Shears
- Snow Blowers
- Snow Plows
- Snow Pushes
- Snow Wings
- Stump Grinders
- Tillers
- Trenchers
- Wheel Saws
- Smart Backhoe
- Smart Dozer Blade with Assist
- Smart Grader Blade with Assist



MANDATORY EQUIPMENT

- Quick Coupler: Manual or Hydraulic
- High Visibility Seat Belt: 50 mm (2 in), 75 mm (3 in), or 3-point lap/shoulder
- Steel Imbed Rubber Track – 320 mm (12.6 in) bar tread, 400 mm (15.7 in) block tread, 400 mm (15.7 in) bar tread
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

PERFORMANCE PACKAGES

- Performance Package HP1: *Standard Flow Hydraulics*
- Performance Package HP3: *High Flow XPS Hydraulics*

COMFORT PACKAGES

- Open canopy: *Cup Holder, Cell Phone Pocket, choice of vinyl Seat (Mechanical Suspension, High Back/Heated/Air Ride Seat)*
- Enclosed Cab with heat and air conditioning: *Side Windows, Cup Holder, Cell Phone Pocket, choice of Seat (Mechanical Suspension, High Back/Heated Air Ride Seat, High Back/Ventilated and Heated Air Ride Seat) and Door choice (Glass or Polycarbonate)*

TECHNOLOGY PACKAGES

- T2 – *Standard Display, Standard Joysticks, traditional Key Start switch, and Rear-view camera.*
- T4 – *Advanced Touchscreen Monitor, Advanced Joysticks, Push start, X-mount cell phone holder, and a Rear-view camera.*
- T5 – *T4 + 2 additional side view cameras.*

RADIO

- Radio, *none* – *for open canopy machines and countries not certified for Bluetooth® technology*
- Integrated AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*
- Integrated DAB+/AM/FM radio with Bluetooth technology. *Includes USB port, 3.5 mm (0.13 in) AUX input, and BT microphone. Only for use with enclosed cab. Availability varies by country.*

PRODUCT LINK™

- Product Link™ Basic series PL243
- Product Link Elite series PLE643

COOLING FAN

- On-demand, variable speed hydraulic cooling fan
- On-demand, variable speed hydraulic cooling fan, with automatic and manual purge reversing operation

GUARDING AND SEALING PACKAGES

- HD0 – *base guarding and sealing (engine air inlet rain cap, front cab-to-frame sealing, and hydraulic fill access door)*
- HD1 – *intermediate guarding and sealing† (HD0 + cab-to-frame side sealing, lockable fuel fill access door, tilt cylinder guarding, and drive line bottom guarding.)*
- HD2 – *most comprehensive guarding and sealing† (HD1 + turbo guard, exhaust stack wrap, DPF wrap, quick disconnect guarding, fully enclosed drive line guarding, under step hydraulic lines guard cover, engine air inlet pre-cleaner.)*

†Some equipment varies by region.

255 Compact Track Loader

STANDARD EQUIPMENT

ELECTRICAL

- Work Tool Electrical Harness
- Heavy duty battery
- Battery disconnect with lockout feature
- 12-volt Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Electrical Outlet, Beacon
- Exterior Courtesy Lighting
- Automatic Work light notification flash when parking brake is released

OPERATOR ENVIRONMENT

- Full color LCD monitor: *Creep speed control, Drive response adjustment, Implement response adjustment, Drive Power Priority adjustment, Language selection (× 32), Multi-operator Anti-theft Security System and Monitoring, Maintenance schedule and reminders, Event and Diagnostic Code monitoring, Date /Time/ Units/Brightness settings, and Smart Technology for use with Smart Attachments.*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Supply Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System (where applicable)*
- Gauges: *Fuel Level, Hour Meter, Hydraulic Temperature, Hour Meter, Battery Voltage, Tachometer*
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Headliner
- Interior Rearview Mirror
- Horn
- Hand (Dial) Throttle, Electronic
- Seat Mounted Joystick Controls
- Cell Phone Storage Pocket
- Cup Holder
- 12-volt power port
- Foot Throttle

HYDRAULICS

- Selectable control pattern – ISO or H
- Electro/hydraulic implement control
- Electro/hydraulic hydrostatic transmission control
- Speed sensor guarding
- Heavy duty flat faced quick disconnects with integrated pressure release lever
- Hydraulic oil level sight gauge

POWER TRAIN

- Cat C2.8T turbocharged diesel engine, meeting Tier 4 Final and Stage V Emission Standards:
 - Glow plugs starting aid
 - Liquid cooled, direct injection
- Extended life antifreeze (–37° C, –34° F)
- Air cleaner, dual element, radial seal
- Scheduled Oil Sampling (S-O-SSM) Valve, Hydraulic Oil
- Ecology drain – coolant
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Filter, hydraulic supply, cartridge type
- Filter, hydraulic return, cartridge type
- Filter, canister type, engine oil
- Filter, canister type, fuel and water separator
- Radiator/hydraulic oil
- Cooler (side-by-side)
- Spring applied, hydraulically released, parking brakes
- Hydrostatic transmission
- Lockable fuel cap
- Hydraulic demand cooling fan
- Auto engine idle

UNDERCARRIAGE

- Torsion Suspension (4 independent torsion axles)
- Two speed travel
- Integrated tie downs on track frame (4)

FRAME

- Machine tie down points (9)
- Removable panels for machine frame cleanout
- Support, lift arm
- Steel rear and front bumpers, welded
- Fuel fill, machine right hand side

OTHER

- Auxiliary Hydraulics, Continuous Flow
- Telematics, Product Link, Cellular
- Steel engine door with replaceable louvers
- Engine door – lockable
- Work tool attachment coupler
- Cat ToughGuard™ hose

OPTIONAL EQUIPMENT

- External Counterweights
- Beacon, LED
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- 4-point machine lifting eyes
- Paint, Custom
- Speed Sensitive Ride Control
- Bluetooth Key Security
- Attachment Hose Guide
- Corrosion Inhibitor Coating

255 Compact Track Loader

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8449-03 (11-2023)
Replaces AEHQ8449-02
Build Number: 05A
(N Am, EU, Chile, Turkey,
Columbia, S Korea)



Purchasing Master Agreement



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION			
MASTER AGREEMENT NUMBER: MA 758 2300001527			
Effective Date:	07/01/2023	Record Date:	07/01/2023
Expiration Date:	01/31/2025	Procurement Folder:	1029602
Document Description:	Construction Equipment (Boyd)	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Sealed Bidding-Goods and Services	Version Number:	1

CONTACT INFORMATION
ISSUER: Nathan Durham 502-564-6525 Nathan.Durham@ky.gov

VENDOR INFORMATION	
Name /Address: KY0028629: Boyd Company 10001 LINN STATION RD LOUISVILLE KY 40223	Contact: Jennifer Davis 502-774-4441 Cash_Applications@Whayne.com

COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	1.00000	EA	\$0.010000	\$0.00			\$0.01

Do Not Use
Extended Description:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Caterpillar (Backhoes)
Extended Description:
20% Off Published List Price For Caterpillar (Backhoes)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000		\$0.000000	\$0.00			\$0.00

Caterpillar (Rubber Tire Loaders)
Extended Description:
20% Off Published List Price For Caterpillar (Rubber Tire Loaders)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000		\$0.000000	\$0.00			\$0.00

Caterpillar (Wheeled Excavators)
Extended Description:
20% Off Published List Price For Caterpillar (Wheeled Excavators)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000		\$0.000000	\$0.00			\$0.00

Caterpillar (Tracked Excavators)							
Extended Description: 18% Off Published List Price For Caterpillar (Tracked Excavators)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000		\$0.000000	\$0.00			\$0.00
Caterpillar (Motor Graders)							
Extended Description: 30% Off Published List Price For Caterpillar (Motor Graders)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	0.00000		\$0.000000	\$0.00			\$0.00
Caterpillar (Skid Steers and Compact Loaders)							
Extended Description: 20% Off Published List Price For Caterpillar (Skid Steers and Compact Loaders)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	0.00000		\$0.000000	\$0.00			\$0.00
Caterpillar (Asphalt Pavers and Maintainers)							
Extended Description: 11% Off Published List Price For Caterpillar (Asphalt Pavers and Maintainers)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
9	0.00000		\$0.000000	\$0.00			\$0.00
Weiler (Road Widener)							
Extended Description: 11% Off Published List Price For Weiler (Road Widener)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
10	0.00000		\$0.000000	\$0.00			\$0.00
Caterpillar (Single/Tandem Drum & Wheeled Rollers)							
Extended Description: 20% Off Published List Price For Caterpillar (Single/Tandem Drum & Wheeled Rollers)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
11	0.00000		\$0.000000	\$0.00			\$0.00
Caterpillar/Weiler (Repair Parts)							
Extended Description: 2% Off Published List Price For Caterpillar/Weiler (Repair Parts)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
12	0.00000		\$0.000000	\$0.00			\$0.00
Caterpillar/Weiler (Attachments)							
Extended Description: 10% Off Published List Price For Caterpillar/Weiler (Attachments)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
13	0.00000	EA	\$0.000000	\$0.00			\$0.00
On-Site Maintenance and Repairs							
Extended Description: Please contact Boyd Company to receive a quote for On-Site Maintenance and or Repair services. The agencies approved quote shall be submitted to OPS.Reporting@ky.gov. The Commonwealth Buyer or OPS Representative will amend the Master Agreement to add a Commodity Line based upon the approved quote. Once the contract modification is completed the Commonwealth Buyer or OPS Representative will identify the appropriate Commodity Line for the agency to issue the Delivery Order (DO).							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total

14	0.00000	EA	\$0.000000	\$0.00			\$0.00
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Equipment Rental

Extended Description:

Please contact Boyd Company to receive a quote for Equipment Rental. Boyd Company also offers a Rent to Buy Option. The agencies approved quote shall be submitted to OPS.Reporting@ky.gov. The Commonwealth Buyer or OPS Representative will amend the Master Agreement to add a Commodity Line based upon the approved quote. Once the contract modification is completed the Commonwealth Buyer or OPS Representative will identify the appropriate Commodity Line for the agency to issue the Delivery Order (DO).

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Master Agreement
For
Construction Equipment
Between
The Commonwealth of Kentucky
and
Boyd Company
Barry Zink
10001 Linn Station Rd.
Louisville, KY 40223
(502)774-4441
barryzink@boydcat.com

Section 1
Scope of Contract

The Office of Procurement Services issues this **Master Agreement** for: Construction Equipment

Section 2
Specifications

All models shall be current model year and standard configuration.

All equipment shall be new and must be pre-serviced to the manufacturer's recommendations and in first class operating condition when delivered. All service work shall be done in the vendor's place of business or in another location provided by the vendor. No major assembly or servicing of equipment will be allowed on Commonwealth property, only minor modifications to equipment necessary to bring the item into compliance with specifications.

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. The vendor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

-
The Vendor shall coordinate all deliveries with the ordering agencies.
-

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The Vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day will be deducted from the Vendor's invoice for each day the Vendor fails to meet the contracted delivery date.

Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

Section 3

Initial Contract Period

This contract shall be effective from the date of award to January 31, 2025.

Section 4

Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for **four (4) additional two-year periods**. This extension must have the written approval by all parties. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 5

Agencies to be Served

This contract shall be for use by the following agency of the Commonwealth of Kentucky: All State Agencies

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 6

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Section 7

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this contract shall remain firm for the contract period subject to the following:

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A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 8

Post Contract Agreements

This contract shall constitute the entire agreement between the State and contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 9

Manuals and Distribution of Literature

Instruction and operating manuals shall be furnished for all equipment installed. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 10

Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this

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contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 11

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 12

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 13

Service Performance

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 14

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to this contract. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 15

Governmental Restrictions

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In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items, it shall be the responsibility of the vendor to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 16

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor’s invoice in accordance with KRS 45.453 and KRS 45.454.

Section 17

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor’s expense.

Section 18

Subcontracts

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

Section 19

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: The Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the “Temporary Rules, 1958 Excise Tax Act”. After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, prices must be exclusive of Federal Excise Taxes.

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Contract With Other Than Manufacturer: The Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, prices must be exclusive of Federal Excise Taxes.

**Section 20
EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

(Click on Office of the Controller and scroll down to Procurement section.)

**Section 21
Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**Section 22
Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**Section 23
Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47

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U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

**Section 24
Provisions for Termination of the Contract**

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

**Section 25
Disclosure of Violation of Statutes**

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

**Section 26
Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

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for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor

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or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 27

ALL PROVISIONS OF THE SOLICITATION (RFB 758 2300000517) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT (MA 758 2300001527).

Section 28

Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist

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who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 29

Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to 1.0% of the net sales (less any return, credits or adjustments) under this Master Agreement for the duration of the contract. Fees shall be paid forty-five (45) days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

Project Schedule/ Timeline

- When the grant is awarded and final agreement is made with KYTC, the LRA will complete a contract agreement with Boyd CAT. A delivery time of 3 months is anticipated.

Certificate of the Ability to provide the minimum 20% Match Requirement

- The LRA's operating tenant, New Albany Main Street Properties, LLC, will provide the 20% match of \$16,301.76. Attached is an email from James L. Adams, Vice President, Port of Louisville confirming the financial commitment to provide the 20% match, and the Louisville Riverport Authority's affidavit of ability to meet this requirement.

**Funding Match Guarantee
Affidavit and Supporting
Documentation**

From: [Gibson, Ozzy](#)
To: [Tim Kizer](#); [Miguel A. Zamora II](#); [Monica Harmon](#)
Subject: FW: KRI Matching Funds Confirmation
Date: Friday, June 7, 2024 7:34:22 AM

For the file.....this is for the skid steer.

From: Jim Adams <jadams@portoflouisville.com>
Sent: Thursday, June 6, 2024 4:14 PM
To: Gibson, Ozzy <Ozzy.Gibson@louisvilleky.gov>
Subject: KRI Matching Funds Confirmation

CAUTION: This email came from outside of Louisville Metro. Do not click links, open attachments, or give away private information unless you recognize the sender's email address and know the content is safe.

This email confirms the Port of Louisville's commitment to pay the 20% matching funds consistent with the LRA's KRI Grant request to purchase a new CAT 255 Skid Steer.

Sincerely,

James L. Adams
Vice President
Port of Louisville

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

Photographs of the Equipment

- Photos of the Cat 255 are attached in the sales quote (above)

Engineering Plans/Specs

- CAT 255 Specs are attached in the sales quote (above)

Copies of Correspondence with State and Federal Agencies

- Non-Applicable

Annual Affidavit for Bidders Offerors and Contractors

- Affidavit attached

Affidavit for Bidders, Contractors and Offerors



Required Affidavit for Bidders, Offerors and Contractors (KRS 45A.110 & 45A.115)

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

[Signature]
Signature
Vice President
Title

Miguel A. Zamora H
Printed Name
6/7/2024
Date

Bidder or Offeror Name: Louisville Riverport Authority
Address: 6900 Riverport Dr. STE A
Louisville KY 40258

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this 7 day of June, 2024.

State of: Kentucky

Notary: [Signature]

County of: Jefferson

Expires: May 24, 2027



Documentation of Port Planning

- The following objectives are consistent with the Port Planning document to maintain, rehabilitate, or replace essential equipment and systems that play a critical role in operational requirements:
 - 2024- Replace existing skid steer when over 2000 hours and before end of the lease term with a purchased skid steer
 - 2024- Complete 30-ton gantry crane overhaul, busbar was replaced last year, electronics package replacement will complete the crane rehab