

INVITATION FOR BID

IFB No. 1810

CITY OF PIQUA, OHIO

**Purchasing Department
201 W. Water St.
Piqua, OH 45356**

Date: February 14, 2018

For further information contact:
Bev Yount, CPPB/Purchasing Analyst
Phone: 937-778-4002
Email: byount@piquaoh.org

Your sealed, written bid is requested for: a new Rescue Tools per the included bid form and specifications.

Bids must be received in Purchasing Office no later than: **2:00 P.M. Friday, March 2, 2018.**

Envelopes shall be plainly marked: **IFB 1810 Rescue Tools** on left, lower corner of envelope

Envelopes should be addressed as follows: Beverly Yount, CPPB, Purchasing Analyst
City of Piqua
201 W. Water St.
Piqua, OH 45356

User agency: Fire Department
229 W. Water St.
Piqua, Ohio 45356

Submit signed original bid and one (1) copy of the bid.

Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.

**BID to the City of Piqua, Ohio
Purchasing Department**

Please Reply to I.F.B. **1810**

No Later Than: **2:00 p.m. 3/2/18**

Via mail or hand deliver to Bev Yount, Purchasing Analyst, City of Piqua, 201 W. Water St. Piqua, OH 45356

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein.

- | | | |
|----|---|----------------|
| 1. | New Rescue Ram - Total Price
<i>(See Specifications - Exhibit A)</i> | \$ _____ total |
| | Cost for Warranty _____ #Years | \$ _____ total |
| 2. | New Electro-Hydraulic Cutter – Total Price
<i>(See Specifications – Exhibit B)</i> | \$ _____ total |
| | Cost for Warranty _____ #Years | \$ _____ total |
| 3. | New Electro-Hydraulic Spreader
<i>(See Specifications – Exhibit C)</i> | \$ _____ total |
| | Cost for Warranty _____ #Years | \$ _____ total |

****Include a specification sheet & warranty offered on each item you are proposing****

Contact Chief Brent Pohlschneider at 937-778-2013 or bpohlschneider@piquaoh.org with any questions. Questions must be submitted in writing no later than 2/23/18 at 3:00 p.m. and will be answered directly to the person making the inquiry and also posted to the City's website. Any addendums will be distributed to all known potential bidders and posted on our web site at www.piquaoh.org. All vendors are responsible for checking this site for any additional information.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: _____

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 days.

Address: _____

Delivery will be made within _____ calendar days after receipt of order.

City State Zip Code

By: _____
Name and Title (please print or type)

Prices quoted will remain firm for acceptance within 90 calendar days after bid opening unless otherwise stated.

Signature: _____

Phone No.: _____/Fax No.: _____

Fed. I.D. No.: _____

E-Mail Address: _____

Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. **NO VERBAL AGREEMENTS:** The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said

- warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
 14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
 15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
 16. **SPECIFICATIONS CONFIDENTIAL:** Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
 17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
 18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
 19. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
 20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
 21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
 22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
 23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
 24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
 25. **ASSIGNMENT:** This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

IFB 1810 - Vendor List:

1. Gruber Rescue
1408 Hidden Hemlock Dr.
Austinburg, OH 44010
2. Finley Fire Equipment Company, Inc.
5255 N. State Route 60 NW
McConnelsville, OH 43756
3. Howell Rescue Systems, Inc.
2673 Culver Ave.
Kettering, OH 45429

RESCUE RAM

1. The rescue ram is a double-acting hydraulic cylinder. Extension and retraction is carried out hydraulically.
2. The rescue ram is a multi-stage cylinder for applying pressure with varying pressure forces depending on the piston stage. The pressure force remains constant within one piston stage.
3. The ram shall extend to a distance of up to 53 in. The retracted length is to be no less than 23 in.
4. The ram shall feature a two stage stroke. The maximum stroke for piston 1 shall be atleast 15 in producing up to 28,600 lbf (127 kN) force. The maximum stroke for piston 2 shall be atleast 14 in producing up to 13,500 lbf (60 kN) force. The piston stroke overall shall be atleast 29 in.
5. The tool shall include heat-treated, investment-cast steel ram claw feet on the piston side and on the cylinder side for durable gripping and minimizing slippage.
6. The tool shall have a dual pilot check valve to prevent accidental movement of the piston rod in the event of power loss.
7. The control mechanism shall feature a grip control for ease of operation by allowing 360° operation in any position. The mechanism shall be separate and independent from the handle to provide added control in close-quarter operation.
8. The tool must provide a "dead man" actuator whereby the unit stops functioning when hand pressure is released.
9. The extend piston and retract piston are clearly marked.
10. The tool must be NFPA 1936; 2015 Edition certified and shall be labelled as such bearing the mark of the testing agency.
11. The tool will not weigh more than 45 lbs excluding the power supply.
12. Electro-hydraulic devices do not need to be connected to an external hydraulic source, generation of the required hydraulic pressure takes place within the body of the device by either a quick exchange lithium/ion battery or an external power supply.
13. The electro-hydraulic tool is equipped with lights to facilitate work under poor lighting conditions.
14. The cylinder of the tool shall be made of anti-corrosive light aluminium alloy for its lightweight, strength and long life. The body of the tool shall have a high impact, non-metallic housing. The housing shall have ventilation holes on both sides of the unit for cooling the motor.
15. The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).

ELECTRO-HYDRAULIC CUTTER

1. The tool is designed to be a hydraulically operated piston activating mechanical joints symmetrically to open or close a set of two opposite blade arms whereby cutting surfaces go on top of each other without making contact thus enabling objects to be cut.
2. Electro-hydraulic devices do not need to be connected to an external hydraulic source, generation of the required hydraulic pressure takes place within the body of the device by either a quick exchange lithium/ion battery or an external power supply.
3. The electro-hydraulic tool is equipped with light-emitting diodes attached on the operating side to facilitate work under poor lighting conditions. For simplicity, the lights must be powered by the same Lithium-Ion battery that powers the electro-hydraulic tool and not a secondary battery
4. The cylinder of the tool shall be made of anti-corrosive light aluminium alloy for its lightweight, strength and long life. The body of the tool shall have a high impact, non-metallic housing. The housing shall have ventilation holes on both sides of the unit for cooling the motor.
5. The maximum cutter opening at the tips will be equal to or greater than 7 in.
6. The cutter will be of slightly curved blade geometry for pulling the debris away and to the center with intelligent cutter geometry reducing tool movement and providing maximum cutting performance.
7. The blades shall be made of investment cast dropped-forged steel which has a glass-pearl blasted finish and are regrind able. The blades of the tool should be attached to the piston rod via removable links for ease of repair, efficient power transmission and smooth operation. The pivot points of the blades shall have a rubber boot hand guard for safety purposes
8. The engineered curved blades with sophisticated geometry close at the tips and then pull the object to be cut towards the point where the maximum cutting force is applied to the relevant working range providing superior cutting performance and significantly reducing cutter wear.
9. The cutting performance of the tool shall be able to cut up to 1.5 in diameter round stock steel.
10. The tool shall have a dual pilot check valve to prevent accidental movement of the blades in the event of power loss.
11. The control mechanism shall feature a grip control actuator for ease of operation by allowing 360 ° operations in any position. The mechanism shall be separate and independent from the handle to provide added control in close-quarter operation.
12. The tool must provide a non-interflow shear seal "dead man" actuator, whereby the unit stops functioning when thumb pressure is released.
13. The opening and closing positions are clearly marked.
14. The tool shall be protected by a pressure relief valve that prevents it from being over pressurized.

15. The tool dimensions without the battery shall not be any longer than 37 in , wider than 12 in or higher than 11 in.
16. The nominal electrical voltage (with power supply) is 24 V. The nominal electrical voltage (with lithium/ion battery) is 25.2 V.
17. The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).
18. The tool must be NFPA 1936; 2010 Edition certified and shall be labelled as such bearing the mark of the testing agency.
19. Cutting classification A8 / B9 / C8 / D9 / E9.
20. The tool will not weigh more than 50 lbs without the battery or cable plug.

ELECTRO-HYDRAULIC SPREADER

1. The tool is a designed hydraulically activated piston with two equal, opposite light metal alloy spreader arms that are symmetrically opened by mechanical joints, thereby spreading objects. Closing the spreader arms is also carried out hydraulically and mechanically by reverse order of the piston.
2. Electro-hydraulic devices do not need to be connected to an external hydraulic source. Generation of the required hydraulic pressure takes place within the body of the device by either a quick exchange lithium/ion battery or an external power supply.
3. The electro-hydraulic tool is equipped with lights to facilitate work under poor lighting conditions. For simplicity, the lights must be powered by the same Lithium-Ion battery that powers the electro-hydraulic tool and not a secondary battery.
4. The cylinder of the tool shall be a one piece design made of anti-corrosive light aluminium alloy for its lightweight, strength and long life. The body of the tool shall have a high impact, non-metallic housing. The housing shall have ventilation holes on both sides of the unit for cooling the motor.
5. The spreader can produce a maximum spreading force of 145,000 lbf or greater.
6. The tool shall produce a maximum spreading distance equal to or exceed 28 in.
7. To maximize the capability of the spreader the unit should include an optional chain and shackle package for pulling operations.
8. The tool shall produce a pulling distance of 22 in or greater.
9. The tips are to be removable, multifunctional tips that can be used for spreading, squeezing and pulling without the need to be changed.
10. The removable tips shall be easily removable.
11. The tips shall be easily removed by depressing spring loaded "button" style detent pins.
12. The arms of the tool should be made of aluminium alloy and attach via removable links for ease of repair, efficient power transmission and smooth operation. The arms shall include a metal protective and gripping squeezing plate on both the inside and the outside of each arm.
13. The control mechanism shall feature a grip control actuator for ease of operation by allowing 360 ° operations in any position. The tool must provide a non-interflow shear seal "dead man" actuator, whereby the unit stops functioning when thumb pressure is released. The star grip automatically returns to the central position, guaranteeing the full load-holding.

14. The tool shall have two handles. One located at the center of the tool and the other located below the control mechanism. The center crossbar handle allows easy ergonomic manipulation from the center or either side.
15. The tool will be equipped with a dual pilot check valve. This is to prevent accidental movement of the arms in the event of power loss.
16. The tool shall be protected by a pressure relief valve that prevents it from being over pressurized.
17. The tool dimensions without the battery shall not be any longer than 40 in, wider than 11 in or higher than 11 in.
18. The nominal electrical voltage (with power supply) is 24 V. The nominal electrical voltage (with lithium/ion battery) is 25.2 V. The tool shall be able to tolerate an ambient temperature range of -4°F (-20°C) up to +131°F (+55°C).
19. The tool must be NFPA 1936; 2015 Edition certified and shall be labelled as such bearing the mark of the testing agency.
20. The tool shall have an IP protection class rating of IP54.
21. The tool will not weigh more than 45 lbs excluding the power supply.