

**CITY OF DRY RIDGE
FIRE DEPARTMENT
HYDRAULIC RESCUE EQUIPMENT
REQUEST FOR BIDS**



**31 BROADWAY STREET
DRY RIDGE, KY 41035**

REQUEST FOR BIDS

Date:

The City of Dry Ridge, Kentucky, will accept Bids on:

HYDRAULIC RESCUE EQUIPMENT

Submit an original and 4 copies of your bid. All three (3) pages of the Specifications and Bid Sheet must be submitted. Bid shall be submitted in a sealed envelope marked

“BID HYDRAULIC RESCUE EQUIPMENT Due ”

in the lower left-hand corner of the envelope and addressed to City of Dry Ridge, 31 Broadway St., Dry Ridge, KY 41035. (Bid must be received by the City prior to the time indicated below.)

The envelope shall also include the **PROPOSER'S NAME and RETURN ADDRESS.**

Bid shall be opened at 31 Broadway St. at .

All purchases are F.O.B. Dry Ridge, Kentucky.

The Successful Bidder shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex. The City is a recipient of federal and state grant funds.

The City may waive any informalities or minor irregularities. The Mayor and City Council is the final authority and shall have the right to reject any single Bid or all Bids submitted.

See Specifications & Bid Submission Form that all must be returned as part of the Bid.

GENERAL INFORMATION

1. Bidder shall furnish all products to be provided pursuant to this bid in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.
2. Bidder shall have the capability and capacity in all respects to fulfill the product and order requirements to the satisfaction of the City.
3. Bidder shall provide full firm name and address. Failure to manually sign the bid may disqualify it. Firm name and authorized signature must appear in the space provided on the enclosed "Signature Sheet".
4. The City will not pay any costs incurred in the bid preparation, printing or demonstration process. All costs shall be borne by the Bidder.
5. Selected Vendor will receive a Purchase Order from the City once award is approved.
6. Purchases are subject to the City's Purchase Order TERMS AND CONDITIONS, which are included in this Bid package.
7. The City reserves the right to award the bid by individual item or groups of items or by overall lowest bidder or to reject all bids.

DETAIL SPECIFICATIONS

Intent of Specifications

It is the intent of these specifications to define and describe the minimum requirements for one (1) Rescue Tool System. Specific quantities are listed within this specification.

The Purchaser wishes to secure rescue tools built to withstand the severe and continuous use encountered in emergency rescue service, by experienced and reputable manufacturers of hydraulic rescue tools, herein after referred to as the "manufacturer". These specifications cover the general requirements as to the design and test to which the rescue tools must conform; Minor details were not otherwise specified are left to the discretion of the manufacturer, who shall be solely responsible for the design of all features.

The rescue tool system shall be new and unused, and conform to the best practices known to the trade in design, quality of materials, and workmanship for the rescue tool type described. The Purchaser does not intend to consider bids or proposals on prototype, experimental or unproven rescue tools.

Exceptions and Deviations

Any exception or deviation from the specifications will be fully evaluated by the Purchaser. It is therefore in the best interest of the Bidder to explain and justify in detail any exception or deviation taken. In the absence of any stated exception or deviation on the list of exceptions, the proposal and furnished rescue tool system will be expected to meet or exceed each specification, term, and condition. A general statement taking "total exceptions" to the specifications shall cause immediate rejection of the bid.

Compact Rescue Pump (Qty:1)

General

This pump must be compliant with NFPA 1936 Standard on Powered Rescue Tools, 2015 edition. It must also comply with EN 13204. Classification to Third Party Standards shall be performed by Underwriters Laboratories or by a test laboratory recognized and accepted by this AHJ. The pump must allow operation in a humid and dusty environment. The pump must be capable of powering two tools at full power, independently and simultaneously. The pump must have a connecting block with flat face female couplers of a coaxial design, with the pressure line inside of the return line, allowing for simultaneous connection of both lines with one connection motion. The couplers must be of a flat-face, non-drip style, with built-in automatic locking feature, capable of being operated with one hand and must be supplied with aluminum protective dust caps. The pump shall not require a manual pressure release valve for the purpose of connecting or disconnecting hoses and the user must be able to connect and disconnect hoses and rescue tools while the pump is flowing oil. The pump shall be provided with a Pressure Relief Device to allow the relief of pressure in hose lines resulting from temperature changes.

Engine

The pump shall be driven by a Honda GX100 4-stroke gasoline engine. The engine shall have a gasoline tank of at least 1.8 qts. (1700cc), that allows the pump to run for three continuous hours. For ease of operation the fuel tank shall incorporate a highly visible fuel level indicator.

Pump

To provide maximum efficiency during rescue operations, the hydraulic pump shall be a 3-stage axial design with two automatic sequence valves, switching to 2nd stage at approximately 2,175 psi (150 bar), to 3rd stage at approximately 4,350 psi (300 bar) to allow full pressure to be built up to a maximum working pressure of 10,443 psi (720 bar). The pump shall be protected with an internal safety valve. In addition, the pump must have an external safety valve, factory set at 10,443 psi (720 bar).

The pump shall have an output of not less than:

- 171 cu in/min (2800 cc/min) in the 1st stage
- 76 cu in/min (1250 cc/min) in the 2nd stage
- 32 cu in/min (525 cc/min) in the 3rd stage

Carrying frame

The pump shall have a protective carrying frame designed for mobility with a hand grip centered for balance. In order to provide improved grip in all weather conditions, the frame must have a non-slip surface. The frame shall be provided with anti-vibration dampers to keep the pump at its position while running.

Tank and Fluid

The effective oil contents of 4.22 qt. (4 l) must allow for the simultaneous deployment of at least four full size rescue tools. The pump shall be designed for the use of non-toxic mineral oil base hydraulic fluid.

Weight and Dimensions

The complete pump ready for use, including gas, oil and carrying frame shall weigh no more than: 50 lbs. (23 kg). The complete pump unit shall be extremely compact with dimensions within:

(LxWxH): 17.91" 12.4" x 18.11" (455 mm x 315 mm x 460 mm).

Sound level

The sound level of the pump must not exceed 81 dB(A) unloaded, 85 dB(A) loaded when measured at a distance of 3.28 ft. (1m).

Lifetime Warranty

The manufacturer shall warrant this tool against all defects in material and workmanship for as long as owned by the original purchaser.

Spreader (Qty: 1)

General

The tool must be capable of withstanding a static over-load pressure of twice the working pressure. This 2:1 over-load ratio is a UL requirement to provide maximum safety to the operator. This tool must be compliant with NFPA 1936 Standard on Powered Rescue Tools, 2015 edition. The tool must be a "one-person" operated lightweight tool, which means that one person will be able to position, guide and operate the tool without the assistance of other people. For this reason the tool will be equipped with a carrying handle, which allows the operator to keep the tool evenly balanced in all positions even with one hand. To eliminate connection errors and reduce deployment time the tool shall be supplied with only one compact hydraulic coupler. This single coupler shall have a coaxial design with the pressure line inside of the return line to allow for rapid simultaneous connection of both lines with one connection motion. The coupler design shall incorporate an automatic return valve to permit connection and disconnection of the tool to the hose while under flow. The coupler must be a flat-face, non-drip coupling with built-in automatic locking feature and be one hand operated. Coupler must be supplied with a protective aluminum dust cap. The hose connection will be to the rear of the dead man's handle, leading away in line with the center axis of the tool, avoiding hindrance to the operator.

Dead man's Handle

The tool must be activated by means of a rotary dead man's handle, operated by a twist of the wrist. For ease of operation, the handle shall have a maximum rotation of 20° in either direction. When the dead man's handle is released, it must return to the neutral position automatically. The dead man's handle will provide one-handed control of opening and closing functions. The dead man's handle shall provide 360 degree access to the operator allowing operation of the tool in any position. The deadman's handle must be located in such a way that it can be operated, guided and supported easily by right and left handed operators without having to change the position of the hands, even when wearing gloves. The dead man's control must be capable of withstanding 6000 endurance cycles, one cycle consisting of opening and closing the tool.

Lighted Carrying Handle

To assist in any poorly lit or nighttime rescue scenario, 6 integrated LED task lights shall be included. To provide maximum lighting, with minimal interference, the LEDs should be oriented in a position forward of the operator's hands. The lights shall be focused on the working area of the tool and must be completely weatherproof. The LED task lights must be powered by a single field replaceable AA battery and shall provide a minimum of six continuous hours of illumination. To preserve AA battery life when not needed, an on/off switch for the lights must also be included in the carrying handle. The tool shall remain in a balanced horizontal position when held only by the carrying handle. In order to provide improved grip in all weather conditions, the carrying handle must have a non-slip surface.

Forces

The arms of the spreader will have a maximum opening width of 28.5" (725 mm) with a maximum spreading force of 82,280 lbf (366 kN).

NFPA HSF shall be no less than: 21,806 lbf. (97 kN)

NFPA LSF shall be no less than: 10,341 lbf. (46 kN)

NFPA HPF shall be no less than: 15,062 lbf. (67 kN)

NFPA LPF shall be no less than: 6,969 (31 kN)

Weight & Dimensions

The weight of the ready-for-use tool may not exceed 35.9 lbs (16.3 kg) including hydraulic oil. Length of not to exceed 33.3" (847 mm). Width not to exceed 11.3" (286 mm). Height not to exceed 8.6" (218 mm)

Method of Measuring Forces

The spreading force must be measured at the effective tip area on the moving arms, perpendicular to the centerline of the tool when in an unfixed state. This measurement of force measures the actual force created by the tool when used by the operator.

Safety and Protection

For maximum safety of the operator all cutters, spreaders and rams shall contain a safety relief valve to protect the tool against over pressurization caused by sudden load shift on the tool. The tool will have automatic, non-return check valves built in so that the tool will hold the load when the dead man's handle is released, whether the tool is spreading or pulling. If pressure should drop because of interruption of the power source for any reason, the tool must hold the load. All moving parts such as yoke and levers must be protected by a cover for the safety of the user.

Arms

The arms and yoke of the spreader must be manufactured out of extremely high tensile aluminum alloy, anodized to offer protection against corrosion. The arms of the spreader will be equipped with investment cast hardened tool steel tips, specially designed for quick field replacement without the use of any tools. Spring-loaded tip locking pins will be incorporated into the arms so that no loose parts can be lost. The tips will have serrations on both the inside and the outside for a superior grip in spreading or crushing operations.

Pump

Hydraulic power must be delivered from a gasoline or electrically driven pump. Alternatively, a manually operated pump or an air driven pump may be used. To provide maximum ease of use (lightest weight) to the operator the pump must be a completely separate unit from the rescue tool.

Corrosion & Wear Protection

Internal and external aluminum parts of the tool that are susceptible to wear or corrosion must be protected by anodization to provide maximum durability. The tool must be capable of withstanding a 10 day salt spray test, and still be able to function normally.

Lifetime Warranty

The manufacturer shall warrant this tool against all defects in material and workmanship for as long as owned by the original purchaser.

Cutter (Qty: 1)

General

The tool must be capable of withstanding a static over-load pressure of twice the working pressure. This 2:1 over-load ratio is a requirement to provide maximum safety to the operator. The tool must be capable of operating as a self-contained unit without power cables for maximum portability. The tool must be a "one-person" operated lightweight tool, which means that one person will be able to position, guide and operate the tool without the assistance of others. The tool must be operate efficiently in all weather conditions and environments from -4 F (-20 C) to 131 F (55 C).

Forces

The maximum cutting force exerted will be no less than 317,430 lbf. (1412 kN) in the recess of the blades, near the hinge bolt. The NFPA performance level rating for this tool shall be A8 B8 C7 D9 E9.

Weight and dimensions

The maximum opening of the blades will be no less than 7.2" (182 mm) measured at the tips. The weight of the tool must not exceed 35.1 lbs. (15.9 kg). The dimensions (LxWxH) must not exceed 30.4" x 10.9" x 7.6" (773 x 278 x 193 mm).

Dead man's handle

The tool must be activated by means of a rotary deadman's handle grip, operated by a twist of the wrist. For ease of operation, the handle shall have a maximum rotation of 20° in either direction. When the deadman's handle grip is released, it must return to the neutral position automatically. The deadman's handle design will provide one-handed ergonomic control of opening and closing functions that does not rely on thumb (single digit) operation. The deadman's handle shall provide 360° access to the operator allowing operation of the tool in any position. The deadman's handle must be located in such a way that it can be operated, guided and supported easily by right and left handed operators without having to change the position of the hands, even when wearing gloves. The deadman's control must be capable of withstanding 6000 endurance cycles, one cycle consisting of opening and closing the tool.

Lighted Carrying Handle

Designed for ease of control, the tool's carrying handle shall allow natural hand position for right or left handed operators. The lightweight, steel carrying handle shall have six integrated LED lights. The tool shall remain in a balanced horizontal position when held only by the carrying handle. In order to provide improved grip in all weather conditions, the carrying handle must have a non-slip surface.

Task Lighting

To assist in any poorly lit or nighttime rescue scenario, 6-LED lights shall be included. To provide maximum lighting, with minimal interference, the LEDs should be oriented in a position forward of the operator's hands in the carrying handle. The lights shall be focused on the working area of the tool and must be completely weatherproof. To dedicate all of the tool's 28v lithium ion battery power to the rescue operation, the LED task lights must be powered by a single field replaceable AA battery and shall provide a minimum of six continuous hours of illumination. To preserve AA battery life an on/off switch for the lights must also be included in the carrying handle.

Blades

The blades of the cutter will be fabricated from high grade tool steel, hardened to improve durability. The blades shall be manufactured from forged bar stock by CNC machining technology. The design of the blade shall be derived to meet the requirement of today's rescuer facing *New Car Technology*. The blades will be constructed so as to be re-grindable.

Hinge Bolt System

To allow better access to tight spaces and improve cutting and spreading precision, the tool shall utilize an integrated locking hinge bolt system that must not extend beyond the blade holder profile. It shall be physically locked by means of a precision interlocking ring that maintains factory set torque values. For added protection from damage, corrosion resistant steel covers will shield the hinge bolt system and blade holders on each side. The profile height at the widest point must be less than 3.38". Bolt heads or nuts that protrude beyond the blade holder profile, 1) impede tool operation; 2) increase surface area exposed to damage; 3) risk compromised torque values and blade performance due to exposure during rescue operations. For these reasons, this type of hinge bolt system is unacceptable. For ease of maintenance and lower maintenance cost, the hinge bolt system must not use any blade shims, and the factory recommended torque may not exceed 38 ft-lb (50Nm).

Pump

Hydraulic power must be delivered from a gasoline, electrical or hydraulically driven pump. Alternatively, a manually operated pump or an air driven pump may be used. The pump must be a completely separate unit from the rescue tool.

Safety and Protection

For maximum safety of the operator all cutters, spreaders and rams shall contain a safety relief valve to protect the tool against sudden load shift. All moving parts such as yoke and levers must be protected by a cover for the safety of the operator.

Corrosion and wear protection

Internal and external aluminum parts of the tool that are susceptible to wear or corrosion must be protected by anodization to provide maximum durability. The tool must be capable of withstanding a 10 day salt spray test, and still be able to function normally.

Lifetime Warranty

The manufacturer shall warrant this tool against all defects in material and workmanship for as long as owned by the original purchaser.

Telescopic Rescue Ram (Qty: 1)

General

This tool must also be compliant with NFPA 1936 Standard on Powered Rescue Tools, 2015 edition. The tool must be capable of performing 1000 endurance cycles, whereby one cycle consists of completely opening and closing the tool at its maximum pressure during its stroke. The tool must be capable of withstanding a static over-load pressure of twice the working pressure. This 2:1 over-load ratio is a requirement to provide maximum safety to the operator. The tool must be a "one-person" operated lightweight tool, which means that one person will be able to position, guide and operate the tool without the assistance of other people. For this reason the tool will be equipped with a carrying handle, which allows the operator to keep the tool evenly balanced in all positions even with one hand. To eliminate connection errors and reduce deployment time the tool shall be supplied with only one compact hydraulic coupler. This single coupler shall have a coaxial design with the pressure line inside of the return line to allow for rapid simultaneous connection of both lines with one connection motion. The coupler design shall incorporate an automatic return valve to permit connection and disconnection of the tool to the hose while under flow. The coupler must be a flat-face, non-drip coupling with built-in automatic locking feature and be one hand operated. Coupler must be supplied with a protective aluminum dust cap. The hose connection will be to the rear of the dead man's handle, leading away in line with the center axis of the tool, avoiding hindrance to the operator.

Dead man's Handle

The tool must be activated by means of a rotary dead man's handle, operated by a twist of the wrist. For ease of operation, the handle shall have a maximum rotation of 20° in either direction. When the dead man's handle is released, it must return to the neutral position automatically. The dead man's handle will provide one-handed control of opening and closing functions. The dead man's handle shall provide 360 degree access to the operator allowing operation of the tool in any position. The dead man's handle must be located in such a way that it can be operated, guided and supported easily by right and left handed operators without having to change the position of the hands, even when wearing gloves. The dead man's control must be capable of withstanding 6000 endurance cycles, one cycle consisting of opening and closing the tool. In addition, the ram must be able to rotate under load to allow the operating handle to be moved out of the way for patient removal.

Carrying Handle

To assist in carrying and positioning of the rescue ram it shall be supplied with a carrying handle.

Safety and Protection

When both ram plungers are fully extended and under maximum load, the safety factor against bending or buckling must be at least 2:1. For maximum safety of the operator all cutters, spreaders and rams shall contain a safety relief valve to protect the tool against over pressurization caused by sudden load shift on the tool. The tool will have automatic, non-return check valves built in so that the tool will hold the load when the dead man's handle is released. If pressure should drop because of interruption of the power source for any reason, the tool must hold the load.

Pump

Hydraulic power must be delivered from a gasoline or electrically driven pump. Alternatively, a manually operated pump or an air driven pump may be used. To provide maximum ease of use (lightest weight) to the operator the pump must be a completely separate unit from the rescue tool.

Grip Heads

The ends of the plungers will have non-threaded connections of the grip heads to allow rotation of the tool even when the tool is under a load. Tool shall be delivered with two diamond shaped grip heads designed to prevent off-center loads.

Forces

The first plunger will have a maximum pushing force of no less than 49,145 lbf

(218.6 kN). The second plunger will have a maximum pushing force of no less than 18,210 lbf (81 kN).

Weight & Dimensions

Length of closed tool not to exceed 21 1/8" (537 mm).

Length of extended tool not to exceed 49 15/16" (1269 mm).

Width not to exceed 13 3/4" (350 mm),

Height not to exceed 5 1/4" (133 mm)

Stroke of first plunger 14 15/16" (380 mm).

Stroke of second plunger 13 13/16" (352 mm).

Weight not to exceed 36.5 lbs (16.6 kg).

Corrosion & Wear Protection

Internal and external aluminum parts of the tool that are susceptible to wear or corrosion must be protected by anodization to provide maximum durability. The tool must be capable of withstanding a 10 day salt spray test, and still be able to function normally.

Accessories

-Ram Support Unit

Provides firm surface to allow for full extension and effectiveness of the ram during pushing operations such as dash displacements.

Lifetime Warranty

The manufacturer shall warrant this tool against all defects in material and workmanship for as long as owned by the original purchaser.

Coaxial Hydraulic Hose (Qty: 2)

General

This hose must be compliant with NFPA 1936 Standard on Powered Rescue Tools, 2015 edition. The hose assembly shall be of a “coaxial” design with a single coupler and protective bend restrictor at each end. For increased safety to the user the hose pressure line shall be encapsulated inside of the outer return line to shield the pressure line from damage inherent on the rescue scene. The working pressure of the interior pressure line shall be 10,500 psi (720 bar). The outer return line shall have a working pressure of 365 psi (25 bar). The hose must be capable of withstanding a static overload pressure of at least four times the maximum working pressure. This overload ratio is a requirement to provide maximum safety to the operator. All hoses shall be delivered ready to use as a complete unit that has been pre-filled with hydraulic mineral oil and hydrostatically tested

The inner pressure hose shall be constructed from Polyurethane reinforced with para-aramid yarn for increased strength, reduced weight and maximum flexibility. Para-aramid fibers as a reinforcement in this construction offer very desirable properties such as high strength (5X stronger than steel), low weight, no corrosion, non-conductive. The outer return hose shall be constructed of polyurethane reinforced with polyester yarn. The hose shall remain flexible in cold temperatures, with a useable temperature range of -4°F (-20 °C) to 162°F (72°C). The Orange-colored outer hose shall be designated by the manufacturer to be electrically non-conductive.

The couplers must allow for simultaneous connection of both pressure and return lines to eliminate connection errors and reduce deployment time. To avoid hindrance to the operator the coupler must be extremely compact and lightweight. The coupler design shall incorporate an automatic return valve that will permit connection and disconnection to the tool or pump while under flow. The couplers must be flat-face, non-drip couplings with built-in automatic locking feature and be one hand operated. To avoid stressing the hose the couplers shall allow the hose to freely swivel 360° while connected to a pump and a tool, without twisting or kinking the hose. Each coupler must be supplied with a protective aluminum dust cap.

Hose assemblies shall be in 32 ft (10 M) lengths. For maximum portability the weight of a hose assembly shall fall within the following guidelines:

- 32 ft (10 M) hose shall not exceed 11 lbs

BID SHEET

The following Bid is submitted for Hydraulic Rescue Equipment as detailed in these Specifications. All exceptions to the specifications are clearly indicated on the Bid Specification Pages.

Item 1. One (1) gasoline powered power unit. _____

Item 2. One (1) hydraulic powered Spreader _____

Item 3. One (1) hydraulic powered Cutter _____

Item 4. One (1) hydraulic powered Ram _____

Item 5. Two (2) hydraulic hoses _____

Hydraulic Rescue Equipment \$ _____

ALL EXCEPTIONS TO SPECIFICATIONS ARE STATED: YES / NO

My signature certifies that the bid as submitted complies with all terms and conditions as set forth in, except as noted herein. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

Company Name

Company Address (Street address, City, ST, Zip)

Telephone

Bidder's Signature

Print Name & Title

Date

Email Address

TERMS AND CONDITIONS

1. **VENDOR:** Shall in all cases be the Seller.
2. **BUYER:** Shall in all cases be the City of Dry Ridge, Kentucky.
3. **ACCEPTANCE:** This order with any attachments constitutes the entire agreement of the Vendor and Buyer. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by the Vendor and Buyer.
4. **PRICES:** The Buyer shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to the point of delivery. No taxes shall be included in this price except those which Vendor is required by law to collect from Buyer. If there are any of these taxes, then they shall be listed separately on the Vendor's invoice. Finance charges, interest and/or penalties for late payment will not be paid on this purchase order.
5. **PACKAGING:** Seller with package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked its follows (a) Seller's name, address; (b) Consignee's names, address and purchase order or purchase release number and the supply agreement number if applicable; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided.
6. **TITLE & RISK:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
7. **TRANSPORTATION CHARGES:** F.O.B. destination unless delivery terms are specified otherwise in bid; Buyer agrees to reimburse Seller for transportation costs in the amount specified in the Seller's bid, or actual cost, whichever is lower, if the quoted delivery terms do not include transportation cost, provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
8. **DELIVERY:** Substitutions will not be accepted. Partial shipments shall be allowed, however, the shipment shall be completed by the date shown on this order or order shall be subject to cancellation by Buyer. Vendor shall not ship excess quantities without Buyer's prior approval.
9. **INVOICING:** Vendor shall invoice all shipments in duplicate. The invoice shall describe the items, reflect any applicable terms of payment, and must show the Purchase Order Number. Unless this Purchase Order Number is shown on the invoice, it may be returned to the Vendor. The invoice shall be an original or a certified copy by the Vendor.
10. **GRATUITIES:** City of Dry Ridge may, by written notice to the Seller, cancel any contract and/or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officials or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other-rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
11. **WARRANTIES:** Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty.
12. **AUTHORIZATION FOR CHANGES:** Only the City Fire Chief or his designated person has the authority to change any description, price or delivery date on this Purchase Order. If the terms listed hereon were purchased by the Buyer on a formal bid form, then NO change in above will be made.
13. **DEFAULT-CANCELLATION:** Buyer reserves the right by written notice of default, to cancel the order, without liability to Buyer, in the event of the happening of any of the following: insolvency of Seller, the filing of voluntary petition in bankruptcy of Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice, to (1) cancel this order in whole or in part, by written notice to Seller and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (2) obtain the goods ordered herein from another source with any excess cost resulting there-from, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity.
14. **INDEMNIFICATION:** Seller agrees to indemnify and hold harmless Buyer, its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of death or injury, to any person or damages to any property alleged to have resulted from the goods hereby ordered, and, upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether as to all costs, fees and damages. The foregoing indemnification shall apply whether Seller or Buyer defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller or otherwise.
15. **PATENT IDEMNIFICATION:** Seller shall indemnify and save harmless Buyer, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods supplied under this order infringe any patent or patent rights, and Seller shall when notified, defend any action or claim of such infringement at its own expense.
16. **ASSIGNMENT:** Neither the contract or this purchase order, nor this order nor any rights or obligations herein may be assigned by Seller, nor may Seller delegate the performance of any of its duties hereunder without, in either case, City's prior written consent. Any assignment or attempted assignment, of any nature to third parties, without consent of the City, shall be cause for termination of the contract and/or purchase order at the option of the City.
17. **EQUAL EMPLOYMENT:** To comply fully with the equal requirements of Title VI of Civil Rights Act of 1964, and with Title VII of the Civil Rights Act of 1964.
18. **CONFLICT OF INTEREST:** No part of the total contract and/or purchase order amount shall be paid directly or indirectly to any official or employee of the City of Dry Ridge, Kentucky as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.
19. **HANDICAP, RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN:** No person on the grounds of handicap, race, color, religion, sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the contractor (vendor).
20. **APPLICABLE LAW AND VENUE:** The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the Commonwealth of Kentucky. By acceptance of this order, the vendor agrees that the venue for any cause of action arising pursuant to same shall be the courts of the Commonwealth of Kentucky and any attempt by vendor to limit the effect of this provision shall be null and void.
22. **LIABILITY:** Any attempt by Vendor to limit its liability for goods or services provided under this purchase order shall be void and of no effect.