

# TOWN OF SCARBOROUGH



## INVITATION TO BID NUMBER 082016

### **RETURN THIS BID TO:**

Attention: **Town of Scarborough, Purchasing Agent**  
Invitation to Bid (ITB) Number: **082016**  
**Hydraulic Extrication Tools**  
**PO Box 360**  
**259 US Route One**  
**Scarborough, ME 04070-0360**

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: 8/10/2015**

**INVITATION TO BID - HYDRAULIC EXTRICATION TOOLS FOR THE  
SCARBOROUGH FIRE DEPARTMENT**

**SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT OR HIS DESIGNEE PRIOR TO THE BID OPENING ON FRIDAY AUGUST 28, 2015 AT 3:00 PM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**OPENING LOCATION:** TOWN OF SCARBOROUGH, TOWN HALL, LOCATED AT 259 US ROUTE ONE SCARBOROUGH, ME 04074 IN THE TOWN MANAGER'S CONFERENCE ROOM, MAIN LEVEL.

**F.O.B. POINT IF MAILED: FINAL DESTINATION**

**EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.**

**LATE BIDS WILL NOT BE ACCEPTED.**

**ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KIM MASSA, PURCHASING SPECIALIST, AT [KMASSA@CI.SCARBOROUGH.ME.US](mailto:KMASSA@CI.SCARBOROUGH.ME.US) OR BY FAX (207) 730-4088. THE TOWN IS NOT RESPONSIBLE FOR ORAL INTERPRETATIONS GIVEN BY ANY EMPLOYEE, REPRESENTATIVE OR OTHERS.**

**THE PREFERRED METHOD IS VIA EMAIL.**

**IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN OF SCARBOROUGH'S WEB SITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.**

*Tom Hall*

**TOM HALL  
TOWN MANAGER**

## I. INSTRUCTIONS TO BIDDERS

**INTENT OF BID:** The Town of Scarborough is soliciting bids for the purchase of a variety of hydraulic extrication tools and equipment to replace our existing tools, some of which are over 20 years old and are inadequate when operating on certain products found in modern automobile construction.

**NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing or other Agent of the community making the purchase. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

**PAYMENT FOR TOWN PURCHASES:** Payment for agreements for the undisputed purchase of goods or services provided to the Town, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

**FEDERAL EXCISE TAX:** The Town is exempt from all Federal Excise Tax.

**STATE SALES TAX:** The Town is exempt from all State of Maine Sales Tax.

**INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**INSURANCE:** Contractor shall purchase and maintain workers' compensation insurance, general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to Owner:

Worker's Compensation:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

### Comprehensive General Liability Insurance.

The Contractor shall carry and maintain, until final written acceptance of the work by the town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

- (a) For liability, for bodily injury, including accidental death \$1,000,000 on account of one occurrence and \$3,000,000 aggregate limit.
- (b) For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 aggregate limit.
- (c) All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

### Automotive Liability Insurance:

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence. Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

**ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

**SUPPORTING INFORMATION:** The Town strongly desires that bidders submit all required technical specifications, and other supporting information with their bid, so that a detailed analysis and determination can be made by the Purchasing Agent that the product offered meets the ITB specifications and other requirements of the ITB. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**BUDGET:** The Town of Scarborough has authorized the funding for the purchases of the equipment requested in this Invitation to Bid (ITB) through the annual budget appropriation process.

**ALTERATIONS:** The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**WORKMANSHIP & MATERIALS:** All work and/or fabrication must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item and/or service provided.

**INVOICES:** Invoices must be sent directly to the Town's address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Accounts Payable Department of the Town of Scarborough.

**CONTRACT CANCELLATION:** The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**BID SUBMISSION:** All bids must be submitted on the official bid form.

## **II. EVALUATION OF BIDS**

In preparation for this bid process an evaluation committee invited sales and manufacturer's representatives to meetings where their products could be shown and demonstrated in a hands-on setting.

This bid process is limited to the leading manufacturers listed below that were evaluated by the evaluation committee and the results of that evaluation process will be used as part of the overall scoring of the bids as explained below.

Manufacturer	Genesis
Manufacturer	Holmatro
Manufacturer	Hurst
Manufacturer	TNT Rescue

The evaluation will be based solely on the evaluation factors set out below. Vendors are responsible for providing sufficient detailed information about their product in the bid documents so the review committee has the data necessary to fairly evaluate the proposals:

**THE TOTAL POSSIBLE POINTS USED TO SCORE THIS ITB IS 100**

**Understanding of Project & Adherence to Specifications (5 Points)**

Proposals will be evaluated against the questions set out below:

- (a) How well has the bidder demonstrated a thorough understanding of the scope of this ITB?
- (b) How clear is the bidder's proposal?
- (c) How well has the bidder complied with the details of the ITB?
- (d) How close does the proposal meet specifications?

**Sales Support, Warrantee, Service & Repairs (15 Points)**

Proposals will be evaluated against the questions set out below:

- (a) What are the details of the base warranty provided by the manufacturer?
- (b) Is a loaner option available if a piece of equipment needs to be sent out for repairs?
- (c) What is the normal turnaround time for most repairs?
- (d) Value of the vendor offered extended warrantee, preventive maintenance, and service contract options.

**Contract Cost (30 Percent)**

30% of the total evaluation points will be assigned to the cost of the proposal.

*Converting Cost to Points*

The lowest cost proposal that most closely meets specifications will receive the maximum number of points allocated to cost, the highest priced proposal will receive 0 points and those proposals in between will be pro-rated based on the bids submitted. Proposals involving a trade-in value option that may benefit the Town will be considered when scoring the proposals and consideration will also be given for the cost of replacement items in addition to the base cost of the equipment.

**Field Evaluation, Quality, Durability, & Value (50 Percent)**

Proposals will be evaluated based on our end-user field evaluation under the following categories:

- (a) Technical specifications & capabilities including weight, balance, spreading & cutting force, etc.
- (b) Operational considerations including overall design, controls, speed, and ease of use.
- (c) Hydraulic hose type, flexibility, and coupler operation
- (d) Cost of replacement tips, cutters, or other parts

**Evaluation Scoring Form**

Evaluation Criteria	Total Points Available	Score
<b>Understanding of Project &amp; Adherence to Specifications</b>	<b>5</b>	
<b>Sales support, warrantee, service &amp; repairs</b>	<b>15</b>	
<b>Contract Cost</b>	<b>30</b>	
<b>Field Evaluation, Quality, Durability &amp; Value</b>	<b>50</b>	
<b>Total</b>	<b>100</b>	

***The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.***

### III. Specification Details

Because the various manufacturers of hydraulic rescue tools produce different sizes and models of tools, and because we intend for this process to be as open and inclusive as possible, we have not specified specific tools, models, or sizes. **Bidders should submit a full-line, competitive price list based on the following specification guidelines.** Bidders should also provide sufficient documentation and technical specifications on the various tools and options for the review committee to make accurate comparisons and decisions on procurement based on our specific needs after a thorough evaluation of the bidder's specifications.

#### 1. General Requirements

- 1.1. Hydraulic extrication tools must be designed for fire service use and be capable of cutting the hardened alloys used in modern vehicle construction.
- 1.2. Operating pressure of 10,500 psi.
- 1.3. Hot swappable couplings must be provided on all tools, hoses, and portable power heads.
  - 1.3.1. The exception to this requirement are fixed connections from the four permanently mounted reels on the heavy rescue apparatus that are plumbed to the 230 volt electric duo pumps specified below.

#### 2. Pumps, Reels, & Hydraulic Hose

- 2.1. Two (2) – 230 volt electric duo pumps that are capable of operating two tools simultaneously
- 2.2. One (1) – gasoline powered portable hydraulic duo pump that is capable of operating two tools simultaneously
- 2.3. Four (4) – electric rewind reels each capable of holding 100' of the type of hydraulic hose bid and specifically designed to work with the hydraulic tools being bid.
- 2.4. Four (4) – 100' lengths of high pressure hydraulic hose color coded with four different colors.
- 2.5. Two (2) – 30' lengths of high pressure hydraulic hose

#### 3. Cutters

- 3.1. One (1) – small
- 3.2. One (1) – large
- 3.3. Bidder to supply detailed specifications on blade options, and cost of replacement blades

#### 4. Spreaders

- 4.1. One (1) – small
- 4.2. One (1) – large
- 4.3. Bidder to supply detailed specifications on tip options and cost of replacement tips.

#### 5. Rams

- 5.1. Two (2) – Telescoping rams

#### 6. Battery Powered Tool Options

- 6.1. The Scarborough Fire Department is interested in pricing for battery powered tool options for those situations where a tool can't be powered by the 230 volt pumps on the Heavy Rescue (due to off-road distance) or when the gasoline powered pump can't be used (as in industrial accidents inside a facility). Ideally we would like to have a battery powered pump option that would work with the various hydraulic tools specified above, however if a certain manufacturer doesn't offer that option they may provide a quote for separate battery powered electric tools in addition to the 230 volt and gasoline powered tools listed above.
- 6.2. One (1) – Battery powered pump

6.3. If individual battery powered tools are bid in lieu of a battery powered pump, the bidder must include the highest amp/hour rated Lithium Ion battery option available and each tool must come with an additional spare battery of the same size and capacity, as well as a battery charger for each tool bid.

#### 7. Warrantee & Service

- 7.1. Bidder to provide detailed warrantee coverage information on all equipment bid  
 7.2. Bidder to provide detailed cost of annual preventive maintenance program to service all equipment specified above including the cost of any common replacement parts required.  
 7.3. Bidder to outline the details of their emergency service program including turnaround time, shipping & handling costs, and location of nearest service facility. These details should note if there is a loaner program available to keep a comparable tool in service while one of our tools is out for repair.

#### Trade-In Option

The Town of Scarborough is interested in a trade-in value option for the following equipment. This equipment is available for inspection by contacting Scarborough Deputy Chief of Operations Deering at 207-730-4202.

Although not required, this trade-in option will be part of the formal ITB evaluation process.

**This form must be completed and returned as part of the bidder's proposal**

Qty	Make	Model	Description	Unit Price	Total Amount
4	Hannay	F-2016-17-18	Electric rewind 10,500psi hydraulic reels, each with 100' vinyl-coated (four different colors) 1/4" dual hydraulic hose (new in 2007)		
2	Holmatro		30' +/- 1/4" rubber-coated dual hydraulic hoses		
2	Holmatro	DPU60E	230v duo pumps (new in 2007)		
1	Holmatro	2060PU	Honda-powered gasoline duo pump		
1	Holmatro	3050NCT	Cutter (new in 2007)		
1	Holmatro	2001UL	Cutter (with broken cutting tip, needs new tip)		
1	Holmatro	2002UL	Combi-tool		
1	Holmatro	2003UL	Spreader with spare tips & chain tips		
1	Holmatro	2007UL	Spreader with spare tips & chain tips		
1	Holmatro	2006UL	Ram		
2	Holmatro	2005UL	Rams		
1	Holmatro	2004UL	Ram with extensions and various tips		
1	Holmatro	FTW1800BU	Manual foot pump		
<b>Grand Total Trade Value</b>					

## Official Bid Form

**This form must be completed and returned as part of the bidder's proposal**

<b>Company</b>			
<b>Address</b>			
<b>City, State, Zip Code</b>			
<b>Phone</b>		<b>Fax</b>	
<b>e-mail address</b>			

**Bidders must submit a full-line, competitive price list of the various tools and optional equipment they offer based on the specification details noted above.**

*Use additional copies of this form if necessary to list all items.*

Qty	Model	Description	Unit Price	Total Amount

<b>Authorized Representative &amp; Title</b>	
<b>Signature</b>	
<b>Date</b>	



## Vendor Bid List

**Northeast Emergency Apparatus – Scott Lake**

207-753-0080, [slake@northeastemergencyapparatus.com](mailto:slake@northeastemergencyapparatus.com)  
440 Washington Street North  
Auburn, ME 04210

**Harrison Shrader Enterprises – Willie Burk**

207-317-6968, [willie@hsefirefightersafety.com](mailto:willie@hsefirefightersafety.com)  
13 Westminster Street  
Lewiston, ME 04240

**Industrial Protection Services – John Usher**

978-265-2562, [jusher@ipp-ips.com](mailto:jusher@ipp-ips.com)  
125 John Roberts Road, Suite 4  
South Portland, ME 04106

**Northeastern Fire Associates, Inc. – Jon Schrumm**

203-217-5809, [nefa@cox.net](mailto:nefa@cox.net)  
128 Blacks Road  
Cheshire, CT 06410