



LEXINGTON

Bid 39-2023
Vogelpohl Fire Equipment
Supplier Response

Event Information

Number: Bid 39-2023

Title: Heavy Duty Power Rescue Tools

Type: Competitive Bid

Issue Date: 4/3/2023

Deadline: 4/17/2023 02:00 PM (ET)

Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

Contact Information

Contact: Jessica Allinder

Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

Fax: (859) 2583322

Email: jallinder@lexingtonky.gov

Vogelpohl Fire Equipment Information

Address: 2770 Circleport Dr.
Erlanger, KY 41018
Phone: (859) 282-1000
Fax: (859) 282-1550

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Todd Vogelpohl

Signature

Submitted at 4/14/2023 01:48:54 PM (ET)

toddv@vogelpohlfire.com

Email

Response Attachments

Cover Letter Lexington Holmatro Bid 4-17-2023.pdf

Cover Letter

Lexington Bid#39-2023 Document & Signed Forms 4-13-2023.pdf

Signed Bid Documents

Bid Attributes

1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES (YES)

Bid Lines

1

PCU30CL

Quantity: 1 UOM: EA Price: Total:

Supplier Notes:

2

PCU40

Quantity: 1 UOM: EA Price: Total:

Supplier Notes:

3

PCU50

Quantity: 1 UOM: EA Price: Total:

Supplier Notes:

4	PCU60	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$13,600.00"/>	Total: <input type="text" value="\$13,600.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.179 PCU60"/>				
5	PSP40CL	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$12,854.00"/>	Total: <input type="text" value="\$12,854.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.001.502 PSP40CL"/>				
6	PSP40	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$12,854.00"/>	Total: <input type="text" value="\$12,854.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.064 PSP40"/>				
7	PSP50	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$14,259.00"/>	Total: <input type="text" value="\$14,259.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.181 PSP50"/>				
8	PSP60	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$15,010.00"/>	Total: <input type="text" value="\$15,010.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.182 PSP60"/>				
9	PCT11	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$11,791.00"/>	Total: <input type="text" value="\$11,791.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.170 PCT11 Combi Tool"/>				
10	PCT14	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$12,292.00"/>	Total: <input type="text" value="\$12,292.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.171 PCT14 Combi"/>				
11	PCT50	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$13,122.00"/>	Total: <input type="text" value="\$13,122.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.118 PCT50 Combi"/>				
12	PCT60	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$14,849.00"/>	Total: <input type="text" value="\$14,849.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.176 PCT60 Combi"/>				

1 3	PTR40	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$10,132.00"/>	Total: <input type="text" value="\$10,132.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.185 PTR40 Telescopic Ram"/>				
1 4	PTR50	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$10,438.00"/>	Total: <input type="text" value="\$10,438.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.207 PTR50 Telescopic Ram"/>				
1 5	PRA40	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$9,680.00"/>	Total: <input type="text" value="\$9,680.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.183 PRA40 Ram"/>				
1 6	PRA50	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$10,017.00"/>	Total: <input type="text" value="\$10,017.00"/>
Supplier Notes: <input type="text" value="Holmatro 159.000.184 PRA50 Ram"/>				
1 7	Battery	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$854.00"/>	Total: <input type="text" value="\$854.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.000.583 PBPA287 Battery"/>				
1 8	Charger AC (mains)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$565.00"/>	Total: <input type="text" value="\$565.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.000.742 PBCH2 Charger; 115VAC"/>				
1 9	Charger DC (car/truck)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$480.00"/>	Total: <input type="text" value="\$480.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.000.632 PBCH3 Charger; 12VDC"/>				
2 0	Mains power connector	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,299.00"/>	Total: <input type="text" value="\$1,299.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.000.743 Mains Connector"/>				
2 1	On-tool charging cord	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$101.00"/>	Total: <input type="text" value="\$101.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.000.499 On tool charging cord"/>				
2 2	Tool diagnostics cord	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$370.00"/>	Total: <input type="text" value="\$370.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.000.508 Tool diagnostic cord"/>				
2 3	Battery diagnostics tool	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$349.00"/>	Total: <input type="text" value="\$349.00"/>
Supplier Notes: <input type="text" value="Holmatro 151.000.509 Battery diagnostic cord"/>				

2 4	TR5340
	Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$180.00"/> Total: <input type="text" value="\$180.00"/>
	Supplier Notes: <input type="text" value="1Holmatro 50.007.228 TR5340/50 Grip Head"/>

2 5	TR5350
	Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$180.00"/> Total: <input type="text" value="\$180.00"/>
	Supplier Notes: <input type="text" value="Holmatro 150.007.228 TR5340/50 Grip Head"/>

2 6	CU5050
	Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$8,004.00"/> Total: <input type="text" value="\$8,004.00"/>
	Supplier Notes: <input type="text" value="Holmatro 150.012.306 CU5050i Core Cutter with inclined blades"/>

2 7	SP5240
	Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$8,875.00"/> Total: <input type="text" value="\$8,875.00"/>
	Supplier Notes: <input type="text" value="Holmatro 150.012.323 SP5240 Spreader; CORE"/>

Response Total: \$218,238.00



VOGELPOHL FIRE EQUIPMENT

2770 Circleport Dr. Erlanger, KY 41018
Office: (859) 282-1000 Fax: (859) 282-1550

April 17, 2023

City of Lexington Fire Department
219 East Third Street
Lexington, KY 40508

I would like to thank you for the opportunity to work with you on the Lexington Fire Department's Heavy Rescue Tool needs. Vogelpohl Fire Equipment is an authorized Holmatro distributor in Kentucky, Southwest Ohio, and Southeast Indiana. We serve not only as a sales outlet, but also as a certified service and warranty center for Holmatro Rescue Equipment.

We occupy a 37,000 square foot sales and service facility in Erlanger, KY. This includes offices, multiple large truck service bays, small equipment repair center, dedicated SCBA service room, Turnout Gear Clean & Repair room, shipping and receiving and warehouse. We operate four mobile service vehicles, including one dedicated to servicing MSA SCBA and Holmatro rescue equipment.

We provide such services as annual preventative maintenance on Holmatro equipment. We also perform all warranty work on Holmatro equipment. All of these services can be performed at your facilities.

Enclosed you will find your bid documents. We are looking forward to growing our relationship with your department by servicing your Holmatro Heave Rescue Tool needs.

Thank you,

Todd Vogelpohl
President
Vogelpohl Fire Equipment
2770 Circleport Drive
Erlanger, KY 41018
859-282-1000
www.vogelpohlfire.com





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 3, 2023

INVITATION TO BID #39-2023 Heavy Duty Power Rescue Tools

Bid Opening Date: April 17, 2023

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **4/17/2023**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

Check One:		Proposed Delivery:
<input checked="" type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>120</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: VOGELPOHL FIRE EQUIPMENT

Firm Name

2770 CIRCLEPORT DR

Address

ERLANGER KY 41018

City, State & Zip

Bid must be signed:

 PRESIDENT
Signature of Authorized Company Representative – Title

TODD VOGELPOHL

Representative's Name (Typed or printed)

859-282-1000

Area Code - Phone – Extension Fax #

TODDV@VOGELPOHLFIRE.COM


E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, TODD VOGELPOHL, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is TODD VOGELPOHL and he/she is the individual submitting the bid or is the authorized representative of VOGELPOHL FIRE EQUIPMENT the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

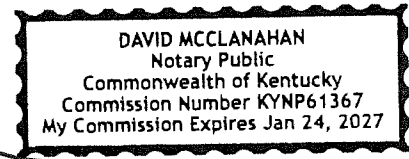
Further, Affiant sayeth naught. 

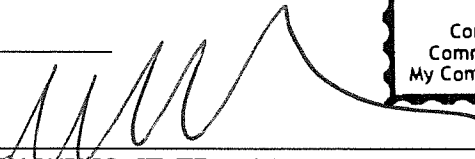
STATE OF KY

COUNTY OF BOONE

The foregoing instrument was subscribed, sworn to and acknowledged before me by TODD VOGELPOHL on this the 13 day of April, 2023

My Commission expires: 1/24/27




NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

D. COOPERATIVE CONTRACT

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other government entities if requested?

Yes No

II. **Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

 - () 3. See bid specifications.

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

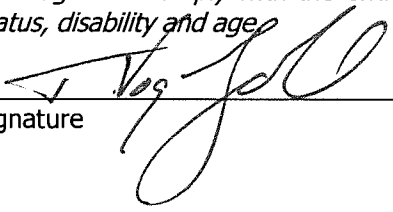
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

VOGELPOHL FIRE EQUIPMENT

Name of Business


GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

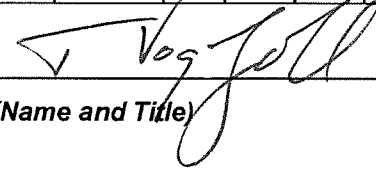
Signature 

Date 4-12-23

WORKFORCE ANALYSIS FORM

Name of Organization: VOGELSOHL FIRE EQUIPMENT

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		3														3	
Professionals		8														8	
Superintendents																	
Supervisors		3															
Foremen		1														1	
Technicians		7														7	
Protective Service																	
Para-Professionals																	
Office/Clerical		2	2													2	2
Skilled Craft																	
Service/Maintenance																	
Total:		21	2													21	2

Prepared by: 
 (Name and Title)

Date: 4, 12, 23
 Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Byne	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 39-2023 *DOES NOT APPLY*

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 39-2023 DOES NOT APPLY

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 39-2023 DOES NOT APPLY

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 39-2023 DOES NOT APPLY

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street /Lexington, KY 40507.

Bid/RFP/Quote # 3A-2023 DOES NOT APPLY
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

DOES NOT APPLY

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination 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, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) 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 to be provided advising the said labor union or workers' representatives 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.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.
- (7) 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 canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, 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 or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:


- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.


Signature

4-12-23
Date

BID SPECS PENTHEON TOOLS

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1. Cutters

1.1. PCU30CL

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PCU30CL

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Cutter jaw mounted at an angle of 30 degrees in relation to the body of the tool. To reduce the effect of tool movement towards the passenger cell and thus the patient. And for a more ergonomic positioning when cutting above or below waist height.
- In fully open position blades must have U-shape design allowing the blades to pull material into the cutting recess for better cutting performance on pillars of latest car models

- Blade opening at the tips of the blades bigger than 6.4 in
 - Maximum force not less than 27,539 lbf
 - Cutting round bar (acc. to EN13204) not less than 1.2 in
 - Cutting capacity acc. EN13204 at least category F
 - Cutting capacity acc. NFPA1936 at least A6 B5 C6 D6 E6 F2
 - Central bolt head and nut mounted directly to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
 - To improve durability the blades must be machined from high grade tool steel and not forged
 - Aluminium blade holder fitted with a set of steel protection covers to shield the front of the tool from damage during the rescue operation
 - Maximum working pressure not less than 720 bar.
-
- Weight including battery shall not exceed 34.2 lb.
 - Weight excluding battery shall not exceed 30.9 lb.
 - Dimensions inclusive battery (LxWxH) shall not exceed 32.3x11.1x11.9 in.
 - Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
 - Sound emission at 3.3 ft under full load shall not exceed 78 dB(A)
 - Sound emission at 13.1 ft under full load shall not exceed 69 dB(A)
 - To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCU30CL

- See “general Pentheon accessories”

1.2. PCU40

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PCU40

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Cutter jaw mounted at an angle of 30 degrees in relation to the body of the tool. To reduce the effect of tool movement towards the passenger cell and thus the patient. And for a more ergonomic positioning when cutting above or below waist height.
- In fully open position blades must have U-shape design allowing the blades to pull material into the cutting recess for better cutting performance on pillars of latest car models
- Blade opening at the tips of the blades bigger than 6.4 in
- Maximum force not less than 168,607 lbf

- Cutting round bar (acc. to EN13204) not less than 1.4 in
 - Cutting capacity acc. EN13204 at least category I
 - Cutting capacity acc. NFPA1936 at least A7 B7 C6 D7 E8 F3
 - Central bolt head and nut mounted directly to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
 - To improve durability the blades must be machined from high grade tool steel and not forged
 - Aluminium blade holder fitted with a set of steel protection covers to shield the front of the tool from damage during the rescue operation
 - Maximum working pressure not less than 720 bar.
-
- Weight including battery shall not exceed 41.9 lb.
 - Weight excluding battery shall not exceed 38.6 lb.
 - Dimensions inclusive battery (LxWxH) shall not exceed 33.1x11.1x11.9 in.
 - Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
 - Sound emission at 3.3 ft under full load shall not exceed 78 dB(A)
 - Sound emission at 13.1 ft under full load shall not exceed 69 dB(A)
 - To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCU40

- See "general Pentheon accessories"

1.3. PCU50

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PCU50

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Cutter jaw mounted at an angle of 30 degrees in relation to the body of the tool. To reduce the effect of tool movement towards the passenger cell and thus the patient. And for a more ergonomic positioning when cutting above or below waist height.
- In fully open position blades must have U-shape design allowing the blades to pull material into the cutting recess for better cutting performance on pillars of latest car models
- Blade opening at the tips of the blades bigger than 7 in
- Maximum force not less than 303,492 lbf

- Cutting round bar (acc. to EN13204) not less than 1.6 in
 - Cutting capacity acc. EN13204 at least category K
 - Cutting capacity acc. NFPA1936 at least A8 B8 C7 D9 E9 F4
 - Central bolt head and nut mounted directly to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
 - To improve durability the blades must be machined from high grade tool steel and not forged
 - Aluminium blade holder fitted with a set of steel protection covers to shield the front of the tool from damage during the rescue operation
 - Maximum working pressure not less than 720 bar.
-
- Weight including battery shall not exceed 47.4 lb.
 - Weight excluding battery shall not exceed 44.1 lb
 - Dimensions inclusive battery (LxWxH) shall not exceed 35.5x11.1x11.1 in.
 - Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
 - Sound emission at 3.3 ft under full load shall not exceed 75 dB(A)
 - Sound emission at 13.1 ft under full load shall not exceed 66 dB(A)
 - To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCU50

- See “general Pentheon accessories”

1.4. PCU60

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PCU60

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Cutter jaw mounted at an angle of 30 degrees in relation to the body of the tool. To reduce the effect of tool movement towards the passenger cell and thus the patient. And for a more ergonomic positioning when cutting above or below waist height.
- In fully open position blades must have U-shape design allowing the blades to pull material into the cutting recess for better cutting performance on pillars of latest car models
- Blade opening at the tips of the blades bigger than 8 in
- Maximum force not less than 382,175 lbf

- Cutting round bar (acc. to EN13204) not less than 1.8 in
 - Cutting capacity acc. EN13204 at least category K
 - Cutting capacity acc. NFPA1936 at least A9 B9 C9 D9 E9 F4
 - Central bolt head and nut mounted directly to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
 - To improve durability the blades must be machined from high grade tool steel and not forged
 - Aluminium blade holder fitted with a set of steel protection covers to shield the front of the tool from damage during the rescue operation
 - Maximum working pressure not less than 720 bar.
-
- Weight including battery shall not exceed 55.2 lb.
 - Weight excluding battery shall not exceed 51.9 lb.
 - Dimensions inclusive battery (LxWxH) shall not exceed 37.8x11.1x13.4 in.
 - Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
 - Sound emission at 3.3 ft under full load shall not exceed 78 dB(A)
 - Sound emission at 13.1 ft under full load shall not exceed 69 dB(A)
 - To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCU60

- See “general Pentheon accessories”

2. Spreaders

2.1. PSP40CL

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PSP40CL

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Minimum spreading force 1 in from tips (acc. to EN13204) not less than 9,666.7 lbf.
- Spreading opening not less than 19.6 in.
- Maximum spreading force at steel tips (not at aluminium arm) not less than 29,225.2 lbf.
- Maximum pulling force not less than 10116.4 lb.
- Pulling distance not less than 15.3 in.

- Maximum squeezing force not less than 10116.4 lbf.
- Maximum working pressure not less than 720 bar.
- Weight including battery shall not exceed 34.2 lb.
- Weight excluding battery shall not exceed 30.9 lb.
- Sound emission at 3.3 ft under full load shall not exceed 79 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 70 dB(A)
- Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
- Dimensions inclusive battery (LxWxH) shall not exceed 32.3x11.1x11.1 in.
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.
- Teeth on spreader tips pointing in opposite direction for optimal grip over the full spreading range.
- Interlocking profile on inside of spreading tips and a flat start of spreading profile on the outside for easy and deep insertion of tips in narrow gaps.
- Taller middle row of teeth on spreading tips for immediate grip.

Accessories PSP40CL

- Set of 2x pulling adapter and 2x spare tip in synthetic carrying box.
- Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.
- See also "general Pentheon accessories"

2.2. PSP40

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PSP40

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Minimum spreading force 1 in from tips (acc. to EN13204) not less than 9666.7 lbf.
- Spreading opening not less than 29.5 in.
- Maximum spreading force at steel tips (not at aluminium arm) not less than 61,822.5 lbf.
- Maximum pulling force not less than 10116.4 lbf.
- Pulling distance not less than 24 in.
- Maximum squeezing force not less than 12,364.5 lbf.
- Maximum working pressure not less than 720 bar.

- Weight including battery shall not exceed 43 lb.
- Weight excluding battery shall not exceed 39.6 lb.
- Sound emission at 3.3 ft under full load shall not exceed 76 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 67 dB(A)
- Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
- Dimensions inclusive battery (LxWxH) shall not exceed 37.8x11.1x11.1 in.
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.
- Teeth on spreader tips pointing in opposite direction for optimal grip over the full spreading range.
- Interlocking profile on inside of spreading tips and a flat start of spreading profile on the outside for easy and deep insertion of tips in narrow gaps.
- Taller middle row of teeth on spreading tips for immediate grip.

Accessories PSP40

- Set of 2x pulling adapter, 2x spare tip and 2x cutting tip in synthetic carrying box.
- Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.
- See also “general Pentheon accessories”

2.3. PSP50

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PSP50

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Minimum spreading force 1 in from tips (acc. to EN13204) not less than 12,139.7 lbf.
- Spreading opening not less than 28.5 in.
- Maximum spreading force at steel tips (not at aluminium arm) not less than 80,931.2 lbf.
- Maximum pulling force not less than 14612.6 lbf.
- Pulling distance not less than 24 in.
- Maximum squeezing force not less than 29,225.2 lbf.
- Maximum working pressure not less than 720 bar.

- Weight including battery shall not exceed 46.3 lb.
- Weight excluding battery shall not exceed 43 lb.
- Sound emission at 3.3 ft under full load shall not exceed 79 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 70 dB(A)
- Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
- Dimensions inclusive battery (LxWxH) shall not exceed 38.2x11.1x11.1 in.
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.
- Teeth on spreader tips pointing in opposite direction for optimal grip over the full spreading range.
- Interlocking profile on inside of spreading tips and a flat start of spreading profile on the outside for easy and deep insertion of tips in narrow gaps.
- Taller middle row of teeth on spreading tips for immediate grip.

Accessories PSP50

- Set of 2x pulling adapter, 2x spare tip and 2x cutting tip in synthetic carrying box.
- Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.
- See also "general Pentheon accessories"

2.4. PSP60

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.

Specific specs PSP60

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Minimum spreading force 1 in from tips (acc. to EN13204) not less than 13,488.5 lbf.
- Spreading opening not less than 32.2 in.
- Maximum spreading force at steel tips/plates (not at aluminium arm) not less than 116,901 lbf.
- Maximum pulling force not less than 168,60.7 lbf.
- Pulling distance not less than 27.5 in.
- Maximum squeezing force not less than 28,101.1 lbf.
- Maximum working pressure not less than 720 bar.

- Weight including battery shall not exceed 55.2 lb.
- Weight excluding battery shall not exceed 51.9 lb.
- Sound emission at 3.3 ft under full load shall not exceed 79 dB(A)
- Sound emission at 13.1 under full load shall not exceed 70 dB(A)
- Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
- Dimensions inclusive battery (LxWxH) shall not exceed 41.8x12.6x11.1 in.
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.
- Teeth on spreader tips pointing in opposite direction for optimal grip over the full spreading range.
- Interlocking profile on inside of spreading tips and a flat start of spreading profile on the outside for easy and deep insertion of tips in narrow gaps.
- Taller middle row of teeth on spreading tips for immediate grip.

Accessories PSP60

- Set of 2x pulling adapter, 2x spare tip and 2x cutting tip in synthetic carrying box.
- Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.
- See also "general Pentheon accessories"

3. Combi Tools

3.1. PCT11

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PCT11

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Spreading distance more than 11 in
- Minimum spreading force according to EN13204 (1 in from the tip) at least 10,790.8 lbf
- Maximum cutting opening at least 7.4 in
- Maximum cutting force not less than 56,202.2 lbf

- Cutting round bar according to EN13204 not less than .9 in
- Cutting capacity according to EN13204 at least category E
- Cutting capacity according to NFPA1936 at least A5 B5 C5 D6 E4 F3
- Maximum squeezing force not less than 8,992 lbf.
- Central bolt head and nut mounted with direct contact to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
- To improve durability the blades must be machined from high grade tool steel and not forged
- Maximum working pressure not less than 720 bar
- Weight including battery shall not exceed 30.9 lb
- Weight excluding battery shall not exceed 27.6 lb
- Sound emission at 3.3 ft under full load shall not exceed 76 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 67 dB(A)
- Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
- Dimensions (LxWxH) shall not exceed 26.8x11.1x11.1 in
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCT11

- See “general Pentheon accessories”

3.2. PCT14

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PCT14

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Spreading distance more than 14 in
- Minimum spreading force according to EN13204 (1 in from the tip) at least 7,418.7 lbf
- Maximum cutting opening at least 10.8 in
- Maximum cutting force not less than 78,683.1 lbf
- Cutting round bar according to EN13204 not less than .9 in
- Cutting capacity according to EN13204 at least category E
- Cutting capacity according to NFPA1936 at least A5 B5 C5 D6 E4 F3

- Maximum squeezing force not less than 6,744.2 lbf.
- Central bolt head and nut mounted with direct contact to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
- To improve durability the blades must be machined from high grade tool steel and not forged
- Maximum working pressure not less than 720 bar
- Weight including battery shall not exceed 32 lb
- Weight excluding battery shall not exceed 28.7 lb
- Sound emission at 3.3 ft under full load shall not exceed 76 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 67 dB(A)
- Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
- Dimensions (LxWxH) shall not exceed 29.2x11.1x11.1 in
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCT14

- See "general Pentheon accessories"

3.3. PCT50

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PCT50

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Spreading/squeezing tips should be removable in one piece to avoid risk of losing parts
- Spreading distance more than 14.7 in
- Minimum spreading force according to EN13204 (1 in from the tip) at least 8,992.3 lbf
- Maximum cutting opening at least 12.2 in
- Maximum cutting force not less than 146,126 lbf
- Cutting round bar according to EN13204 not less than 1.4 in

- Cutting capacity according to EN13204 at least category J
- Cutting capacity according to NFPA1936 at least A7 B8 C8 D8 E8 F3
- Maximum pulling force not less than 22,480.9 lbf.
- Maximum squeezing force not less than 19,108.8 lbf.
- The cutting edge must have two elongated grip teeth to prevent materials from being pushed out of the blades and thus/therefore maximizing cutting performance
- Central bolt head and nut mounted with direct contact to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
- To improve durability the blades must be machined from high grade tool steel and not forged
- Aluminium blade holder fitted with a set of steel protection covers to protect the front of the tool from unnecessary damage during the rescue operation
- Maximum working pressure not less than 720 bar
- Weight including battery shall not exceed 45.2 lb
- Weight excluding battery shall not exceed 41.9 lb
- Sound emission at 3.3 ft under full load shall not exceed 77 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 68 dB(A)
- Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
- Dimensions (LxWxH) shall not exceed 35.9x11.1x11.1 in
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCT50

- Set of 2x pulling adapter and 2x spare tips in synthetic carrying box.
- Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.
- See also “general Pentheon accessories”

3.4. PCT60

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PCT60

- The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.
- Spreading/squeezing tips should be removable in one piece to avoid risk of losing parts
- Spreading distance more than 18.3 in
- Minimum spreading force according to EN13204 (1 in from the tip) at least 9,891.5 lbf
- Maximum cutting opening at least 15.3 in
- Maximum cutting force not less than 202,328 lbf
- Cutting round bar according to EN13204 not less than 1.5 in

- Cutting capacity according to EN13204 at least category J
 - Cutting capacity according to NFPA1936 at least A8 B9 C8 D9 E9 F4
 - Maximum pulling force not less than 22,480.9 lbf.
 - Maximum squeezing force not less than 19,108.8 lbf.
 - The cutting edge must have an elongated grip tooth to prevent materials from being pushed out of the blades and thus/therefore maximizing cutting performance
 - Central bolt head and nut mounted with direct contact to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access
 - To improve durability the blades must be machined from high grade tool steel and not forged
 - Aluminium blade holder fitted with a set of steel protection covers to protect the front of the tool from unnecessary damage during the rescue operation
 - Maximum working pressure not less than 720 bar
-
- Weight including battery shall not exceed 51.9 lb
 - Weight excluding battery shall not exceed 48.6 lb
 - Sound emission at 3.3 ft under full load shall not exceed 81 dB(A)
 - Sound emission at 13.1 ft under full load shall not exceed 72 dB(A)
 - Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.
 - Dimensions (LxWxH) shall not exceed 40.2x11.1x11.1 in
 - To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.

Accessories PCT60

- Set of 2x pulling adapter and 2x spare tips in synthetic carrying box.
- Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.
- See also “general Pentheon accessories”

4. Telescopic Rams

4.1. PTR40

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PTR40

- The control handle must be placed perpendicular to the cylinder of the tool and be accessible over 360 degrees without any obstruction.
- Pushing stroke first plunger not less than 8.2 in
- Pushing stroke second plunger not less than 7.4 in
- Total stroke not less than 15.7 in
- Retracted length not more than 15.2 in
- Extended length not less than 30.9 in
- Extended length with extension pipe not less than 48.2 in

- Maximum pushing force first plunger not less than 30,349.2 lbf
 - Maximum pushing force second plunger not less than 14,612.6 lbf
 - Maximum working pressure not less than 540 bar.
 - Ram head equipped with integrated laser that marks the ramming spot for first time right positioning.
 - it must be possible to install an extension pipe without having to remove a ram head
-
- Weight including battery shall not exceed 34.2 lb.
 - Weight excluding battery shall not exceed 30.9 lb.
 - Dimensions inclusive battery (LxWxH) shall not exceed 15.2x10.3x17.8 in.
 - Sound emission at 3.3 ft under full load shall not exceed 78 dB(A)
 - Sound emission at 13.1 ft under full load shall not exceed 69 dB(A)
 - To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery illuminating both the plunger and the base side of the ram. The LED lights can be turned on or off by means of a switch.
 - Double carrying handle for easy tool placement at both sides of the car and easy handling of the ram inside the car.

Accessories PTR40

- Extension pipe 8.7 in with automatic lock system. Unlocking by pushing a button.
- Extension pipe 17.3 in with automatic lock system. Unlocking by pushing a button.
- Set of 2 cross ram supports to provide a solid base during cross ramming on vehicles in order to prevent the ram from pushing through the car construction.
- Ram support for use on the rocker channel and B-pillar of a car to provide a solid platform for a ram.
- See also "general Pentheon accessories"

4.2. PTR50

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PTR50

- The control handle must be placed perpendicular to the cylinder of the tool and be accessible over 360 degrees without any obstruction.
- Pushing stroke first plunger not less than 15.9 in
- Pushing stroke second plunger not less than 14.9 in
- Total stroke not less than 30.9 in
- Retracted length not more than 22.9 in
- Extended length not less than 53.7 in
- Extended length with extension pipe not less than 70.8 in
- Maximum pushing force first plunger not less than 30,349.2 lbf
- Maximum pushing force second plunger not less than 14,612.6 lbf

- Maximum working pressure not less than 540 bar.
- Ram head equipped with integrated laser that marks the ramming spot for first time right positioning.
- it must be possible to install an extension pipe without having to remove a ram head
- Weight including battery shall not exceed 44.1 lb
- Weight excluding battery shall not exceed 40.8 lb
- Dimensions inclusive battery (LxWxH) shall not exceed 22.9x10.3x17.8 in.
- Sound emission at 3.3 ft under full load shall not exceed 73 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 64 dB(A)
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery illuminating both the plunger and the base side of the ram. The LED lights can be turned on or off by means of a switch.
- Double carrying handle for easy tool placement at both sides of the car and easy handling of the ram inside the car.

Accessories PTR50

- Extension pipe 8.7 in with automatic lock system. Unlocking by pushing a button.
- Extension pipe 17.3 in with automatic lock system. Unlocking by pushing a button.
- Set of 2 cross ram supports to provide a solid base during cross ramming on vehicles in order to prevent the ram from pushing through the car construction.
- Ram support for use on the rocker channel and B-pillar of a car to provide a solid platform for a ram.
- See also "general Pentheon accessories"

5. Rams

5.1. PRA40

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PRA40

- The control handle must be placed perpendicular to the cylinder of the tool and be accessible over 360 degrees without any obstruction.
- Pushing stroke not less than 8.2 in
- Retracted length not more than 15.4 in
- Extended length not less than 23.6 in
- Extended length with extension pipe not less than 40.9 in
- Maximum pushing force not less than 30,349.2 lbf

- Maximum working pressure not less than 540 bar.
- Ram head equipped with integrated laser that marks the ramming spot for first time right positioning.
- it must be possible to install an extension pipe without having to remove a ram head
- Weight including battery shall not exceed 32 lb
- Weight excluding battery shall not exceed 28.7 lb
- Dimensions inclusive battery (LxWxH) shall not exceed 15.4x10.3x17.8 in
- Sound emission at 3.3 ft under full load shall not exceed 78 dB(A)
- Sound emission at 13.1 ft under full load shall not exceed 69 dB(A)
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery illuminating both the plunger and the base side of the ram. The LED lights can be turned on or off by means of a switch.
- Double carrying handle for easy tool placement at both sides of the car and easy handling of the ram inside the car.

Accessories PRA40

- Extension pipe 8.7 in with automatic lock system. Unlocking by pushing a button.
- Extension pipe 17.3 in mm with automatic lock system. Unlocking by pushing a button.
- Set of 2 cross ram supports to provide a solid base during cross ramming on vehicles in order to prevent the ram from pushing through the car construction.
- Ram support for use on the rocker channel and B-pillar of a car to provide a solid platform for a ram.
- See also "general Pentheon accessories"

5.2. PRA50

General specs Pentheon

- Twist deadman control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)
- Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation
- The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.
- The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.
- The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.
- The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.
- The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.
- The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.
- It must be possible to check the performance of the drive system of a tool through diagnostic software.
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- The charger should indicate the state of health of a battery.
- Certified according to EN13204 and NFPA1936 norm by an independent test institute.
- The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute

Specific specs PRA50

- The control handle must be placed perpendicular to the cylinder of the tool and be accessible over 360 degrees without any obstruction.
- Pushing stroke not less than 15.9 in
- Retracted length not more than 22.9 in
- Extended length not less than 38.7 in
- Extended length with extension pipe not less than 56.1 in
- Maximum pushing force not less than 30,349.2 lbf
- Maximum working pressure not less than 540 bar.
- Ram head equipped with integrated laser that marks the ramming spot for first time right positioning.

- it must be possible to install an extension pipe without having to remove a ram head
- Weight including battery shall not exceed 39.7 lb.
- Weight excluding battery shall not exceed 36.4 lb.
- Dimensions inclusive battery (LxWxH) shall not exceed 22.9x10.3x17.8 in.
- Sound emission at 3.3 ft under full load shall not exceed 78 dB(A)
- Sound emission at 31.1 ft under full load shall not exceed 69 dB(A)
- To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery illuminating both the plunger and the base side of the ram. The LED lights can be turned on or off by means of a switch.
- Double carrying handle for easy tool placement at both sides of the car and easy handling of the ram inside the car.

Accessories PRA50

- Extension pipe 8.7 in with automatic lock system. Unlocking by pushing a button.
- Extension pipe 17.3 in with automatic lock system. Unlocking by pushing a button.
- Set of 2 cross ram supports to provide a solid base during cross ramming on vehicles in order to prevent the ram from pushing through the car construction.
- Ram support for use on the rocker channel and B-pillar of a car to provide a solid platform for a ram.
- See also "general Pentheon accessories"

6. General Pentheon accessories

6.1. Battery

- Suitable for under water use. Protection rate IP67
- It must be possible to charge the battery mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery
- It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.
- Battery charging time with AC charger max 60 minutes
- Continuous feedback on state of charge on SOC display on the battery
- Battery capacity 7Ah
- Battery type Li-Ion
- Voltage 28 VDC
- Energy 176Wh

6.2. Charger AC (mains)

- charging time for a 7Ah battery is max 60 minutes
- Power 300W
- The charger must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.
- The charger should indicate the state of health of a battery.
- Mains voltage 100-240 VAC
- Mains frequency 50-60 Hz

6.3. Charger DC (car/truck)

- Power 73W
- The charger must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery
- The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.
- The charger should indicate the state of health of a battery.
- DC supply voltage 12-24 VDC

6.4. Mains power connector

- A power cord to power the tool from the mains to have a back-up solution in case all batteries are empty.
- tool cable length 11.5 ft
- mains cable length 32 ft

6.5. On-tool charging cord

- Cable to connect the tool to the charger for battery charging, so the battery can be charged while it remains on the tool. No need to take the battery of.
- magnetic connector for quick and easy (dis)connection to the tool.

- Length 2m

6.6. Tool diagnostics cord

- Cable to connect the tool to a pc or laptop for battery and tool diagnostics through diagnostics software.
- magnetic connector for quick and easy (dis)connection to the tool.
- Length 12.6 ft

6.7. Battery diagnostics tool

- Docking station to connect a battery to a tool diagnostics cord for easy checking multiple batteries in a row through diagnostics software on a laptop or pc.

TR 5340 Small Telescopic Rescue Ram

General

This tool must be compliant with NFPA 1936 Standard on Powered Rescue Tools, 2015 edition. 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 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. To avoid hindrance to the operator the coupler must be extremely compact and lightweight. 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. The coupler shall permit an unhindered 360° rotation at the connection point to avoid twisting or stressing the hose. Coupler must be supplied with a protective aluminum dust cap. The hose connection point will be to the rear of the dead man's handle, leading away in line with the center axis of the tool, avoiding interference with the operation of the tool.

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.

Laser Pointer

To assure first time, perfect positioning in ramming operations, the ram must have available, as an option, an integrated laser pointer in the forward facing crosshead that indicates the exact landing position of extending plunger. The laser shall be highly visible, even in sunny, daytime operations. The laser pointer is powered by a CR1/3N battery, which is controlled by an on/off switch also integrated into the crosshead.

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 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, LED lights shall be included in the carry handle. The lights shall be focused on the working area of the tool and must be completely weatherproof. The LED task lights are to 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.

TR 5340 Small Telescopic Rescue Ram

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.

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 (HSF) of no less than 48,784 lbf (217 kN). The second plunger will have a maximum pushing force (LSF) of no less than 22,706 lbf (101 kN).

Weight & Dimensions

Length of closed tool not to exceed 13.2" (335 mm)
Length of extended tool not to exceed 24" (610 mm)
Width not to exceed 11" (280 mm)
Height not to exceed 4.3" (109 mm)
Stroke of first plunger 5.9" (150 mm)
Stroke of second plunger 4.9" (125 mm)
Total spreading stroke 10.8" (275 mm)
Weight not to exceed 20.3 lbs (9.2 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.

TR 5350 Telescopic Rescue Ram

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.

Laser Pointer

To assure first time, perfect positioning in ramming operations, the ram must have available, as an option, an integrated laser pointer in the forward facing crosshead that indicates the exact landing position of extending plunger. The laser shall be highly visible, even in sunny, daytime operations. The laser pointer is powered by a CR1/3N battery, which is controlled by an on/off switch also integrated into the crosshead.

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 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, LED lights shall be included in the carry handle. The lights shall be focused on the working area of the tool and must be completely weatherproof. The LED task lights are to 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.

TR 5350 Telescopic Rescue Ram

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.

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 (HSF) of no less than 48,784 lbf (217 kN). The second plunger will have a maximum pushing force (LSF) of no less than 22,706 lbf (101 kN).

Weight & Dimensions

Length of closed tool not to exceed 22" (560 mm)
Length of extended tool must be 50.6" (1285 mm)
Width not to exceed 11" (280 mm)
Height not to exceed 4.3" (109 mm)
Stroke of first plunger 14.8" (375 mm).
Stroke of second plunger 13.8" (350 mm).
Total spreading stroke 28.5" (725 mm)
Weight not to exceed 32.2 lbs (14.6 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.

CU 5050 i Rescue Cutter

General

This tool must have successfully completed the rescue tool test program certified by Underwriters Laboratories, Inc. 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 *also* 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 one 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. To avoid hindrance to the operator the coupler must be extremely compact and lightweight. 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 a built-in automatic locking feature and must be one hand operated. The coupler shall permit an unhindered 360° rotation at the connection point to avoid twisting or stressing the hose. The coupler must be supplied with a protective aluminum dust cap. The hose connection point will be to the rear of the dead man's handle, leading away in line with the center axis of the tool, avoiding interference with the operation of the tool.

Forces

The maximum force will be no less than 312,260 lbf. (1389 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.

Ergonomic Advantage

Cutter jaw mounted at an angle of 30 degrees in relation to the body of the tool to reduce the effect of tool movement towards the passenger cell and thus the patient. This blade design allows for a more ergonomic positioning when cutting above or below waist height, less strain on the rescuer.

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 35.7 lbs. (16.2 kg). The dimensions (LxWxH) must not exceed 30.8" x 10.5" x 11.1" (783 x 266 x 281 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. 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.

SP 5240 Spreader

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 62,947 lbf (280 kN).

NFPA HSF shall be no less than: 15,737 lbf. (70 kN)

NFPA LSF shall be no less than: 8,543 lbf. (38 kN)

NFPA HPF shall be no less than: 10,566 lbf. (47 kN)

NFPA LPF shall be no less than: 5,620 (25 kN)

Weight & Dimensions The weight of the ready-for-use tool may not exceed 32.8 lbs (14.9 kg) including hydraulic oil. Length of not to exceed 32.9" (836 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.

Accessories

The following accessories will be available:

-Pulling attachments

Pulling adapters and chains will be provided for pulling operations. The adapters must have the same quick-change design as the spreading tips. Pulling chains will be equipped with shortening hooks. Safety factor of the chain set will be at least 2 times the maximum pulling force of the tool.

-Cutting Tip

An optional cutting tip for cutting sheet metals will be available. The cutting tip must have the same quick-change design as the spreading tips.

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.

Pricing

Please log into your Ionwave account to submit pricing under the line items tab. Once you have completed and uploaded your bid package, you will need to click yes on the attributes tab.

Cutters:

PCU30CL
PCU40
PCU50
PCU60
CU5050

Spreaders:

PSP40CL
PSP40
PSP50
PSP60
SP5240

Combi Tools:

PCT11
PCT14
PCT50
PCT60

Telescopic Rams:

PTR40
PTR50
TR5340
TR5350

Rams:

PRA40
PRA50

General Pentheon accessories:

Battery
Charger AC (mains)
Charger DC car/truck)
Mains power connector
On-tool charging cord
Tool diagnostics cord
Battery diagnostics cord

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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