



P 937.382.1451
F 937.382.1191

70 Weil Way
Wilmington, Ohio 45177

877.733.0911
www.ferno.com



COPY

24th October 2014

City of Key West, Florida
3126 Flagler Avenue
Key West, FL 33040

Re: Bid #15-001 Stair Chairs and Stretchers due October 29th, 2014 at 3:00 PM

Dear City of Key West Purchasing Department,

Enclosed is Ferno-Washington, Inc. submission for Bid #15-001 Stair Chairs and Stretcher.

The submission includes the following:

- 1 (one) original and 6 (six) copies.
- 2 (two) flash drives
- Detailed summary of product and pricing offered – inserted after BID RESPONSE page.
- Ferno literature for products offered.
- Ferno Warranty statement.
- Self addressed stamped envelope for notification of bid tabulation.

Ferno is offering the Model, POWERFlexx with accessories and the specifications we are not compliant with are referenced on Page 9, BID SPECIFICATIONS per specification.

David Moody is your Ferno Regional Sales Manager and is available for questions and product demonstrations. Please contact David via email: d.moody@ferno.com or cell phone: 561.246.9958.

Thank you for the opportunity and please let us know if you have any questions.

Kind regards,

Becky Jenkins
Government Contracts Coordinator
Email: b.jenkins@ferno.com
Telephone: 937.283.2822
Fax: 937.283.3622

October 12, 2014

To: All Prospective Bidders

City of Key West Bid No. 15 – 001 – EMS Stair Chairs and Stretchers contains the following documents:

- a. Cover letter one (1) page in length
- b. General Conditions of Invitation to Bid five (5) pages in length
- c. Statement of No Bid one (1) page in length
- d. Specifications one (1) pages in length
- e. Bid Response Form one (1) page in length
- f. Required permit/license one (1) page in length
- g. Anti-Kickback Affidavit one (1) page in length
- h. Public Entity Crimes Certification three (3) pages in length
- i. Local Preference Certification one (1) page in length
- j. Domestic Partners Compliance one (1) page in length
- k. Code of Silence one (1) page in length
- l. Call for Bids one (1) page in length

Please review your bid package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms/corporations submitting to bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Response Forms, Required Permit/License, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Preference, Domestic Partners Compliance, and copy of current Occupational License.

SUBJECT: BID NO. 15-001
EMS Stair Chairs and Stretchers

ISSUE DATE: October 12, 2014

PRE BID
CONFERENCE: None

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER
KEY WEST, FL 33040

DELIVER
BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: October 29, 2014
NOT LATER
THAN: 3:00 PM

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

GENERAL CONDITIONS
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- (a) The enclosed Bid Response Form is to be used, other forms may be rejected.
- (b) All information required by the BID form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- (c) Proposed delivery time must be shown and shall include Sundays and holidays.
- (d) Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- (e) All proposals shall be submitted in original plus six (6) copies.
- (f) Bidders are advised that all City contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's name trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the form furnished. Telecopier bids will not be considered.
- (c) Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.

4. REJECTION OF BIDS:

- (a) The City may reject bids:
 - 1. For budgetary reasons, or
 - 2. The bidder misstates or conceals a material fact in its bid, or

3. The bid does not strictly conform to the law or is non-responsive to proposal requirements, or
4. The bid is conditional, or
5. A change of circumstances occurs making the purpose of the bid unnecessary to the City.

(b) The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS:

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- (b) Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing.

6. LATE BIDS OR MODIFICATION:

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- (a) Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:
 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 2. Minority Business Enterprises (MBE), as applicable to this contract.
 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

- (a) The bidder by affixing his signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. VARIANCE IN CONDITIONS:

- (a) Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

10. APPROPRIATIONS CLAUSE:

- (a) If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he may submit to the Finance Director on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the bid must be filed in writing with the Finance Director on or before five (5) days prior to the scheduled opening.

12. DISCOUNTS:

- (a) Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- (a) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.
- (b) The City reserves the right to accept and award item by item, and/or by group

or in the aggregate, unless the bidder qualifies his bid by specified limitations as provided in 4 (a) (3).

- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the city limits of Key West. Monroe County will be the determining factor. When neither of these conditions exists, bids for identical amounts will be determined by the drawing of lots in public by the Finance Director.
- (d) Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) Successful Bidder will enter into a contract in accordance with the bid document in a form sufficient to the City Attorney.

14. LOCAL PREFERENCE:

- (a) Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

15. DOMESTIC PARTNER BENEFITS

- (a) Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan to the city's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

16. Cone of Silence – Successful bidder, duly sworn, depose and say that all owners(s) partners, officers, directors, employees and agents representing their firm have read

understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

17. DAMAGE:

- (a) Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

18. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- (a) Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per diem and travel expenses of public officers, employees, and authorized persons) will be followed.

19. INSURANCE – NA

IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR PROPOSAL.

7/A
Bf 10/23/14

STATEMENT OF NO BID #15-001

NOTE:IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- ☐ Insufficient time to respond to Invitation to Bid
- ☐ Do not offer this product
- ☐ Our schedule will not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (please explain below)
- ☐ Remove us from your "Bidder Mailing List"
- ☐ Other (Please specify below)

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY NAME: _____

AUTHORIZED AGENT: _____

COMPANY
ADDRESS: _____

DATE: _____ TELEPHONE: _____

BID SPECIFICATIONS

Specifications

As requested by the Key West Fire Dept. (hereinafter, the "KWFD"), the City of Key West (hereinafter, "CITY") has issued this Request for Bid with the intent of obtaining pricing from interested and qualified firms in accordance specifications attached.

The Vendor, at a minimum, must deliver the following items according to the Specifications of Work stated herein, delivered to Key West Fire Department, 1600 N. Roosevelt Blvd, Key West FL. 33040.

Four (4) EMS Stretchers (Ambulance Cot) Standard Features Include:

700-lb weight capacity

36 inch load height *Not compliant - 33" offered.*

Dual Wheel Lock

Seven height positions

Positive action height adjustment

Settable load height *Not compliant - not offered.*

Power washable

Easy to use, one-hand operation of Backrest, fold-down Side-rail, Telescoping Head Section

Lift Capable Safety Bar

Short Style Floor Safety Hook

G-Rated Bolster Mattress and Restraints

1-year parts/labor/travel warranty (INCLUDING MATTRESS AND RESTRAINTS)

LIFETIME WARRANTY ON ALL WELDS *- Not compliant - not offered.*

Selected Options and Accessories:

Four (4) Patient Right Cot Retaining Post

Four (4) Retractable Head End O2 Holder

Four (4) 2-Stage IV Pole (patient right)

Four (4) Equipment Hook FOR Life Pak 15

Four (4) Flat Head End Storage Pouch

One (1) XPS (expandable patient surface with wider mattress that reduces transfer gap)

Four (4) EMS Stair Chairs Standard Features Include:

Innovative Stair-TREAD system (auto speed regulation)

500 pound capacity

Ergonomically designed for proper weight distribution

Extended head and foot end lift handles

Easy-rolling rear wheels with sealed bearings

4" (10 cm) front caster wheels

Dual wheel locks

Compact storage size

31.5 lbs. total weight or lower

Grease-free maintenance

1-year warranty (parts, labor, travel)

Lifetime warranty on all welds *- Not compliant - not offered.*

Operations/Maintenance Manual with In-service training video

BID
RESPONSE

Per Attached Specifications Total price

\$162,624.82

Total price in words Sixty Six Thousand, Six Hundred, Twenty Four Dollars and Eighty Two Cents.

(Product and pricing summary details included on following page.)

PRICE FOB KEY WEST, FL

PAYMENT TERMS: 45 days after delivery

DELIVERY/BEGIN DATE 30 DAYS ARO

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this proposal on behalf of the business identified below:

BUSINESS NAME: Ferna Washington, Inc.

STREET ADDRESS: 70 Weil Way

CITY/STATE/ZIP: Wilmington, OH 45177

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Becky Jenkins

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: Gov't. Contracts Coord.

DATE SUBMITTED: 10/24/14 TELEPHONE: 937.283.2822



P 937.382.1451
F 937.382.1191

70 Weil Way
Wilmington, Ohio 45177

877.733.0911
www.ferno.com

Bid #15-001 Stair Chairs and Stretchers due October 29th, 2014 at 3:00 PM

Ferno Detailed Product & Pricing Summary

Quantity	Item No.	Description	Unit Price	Extended Pricing
4	PT5600	POWERFlexx with ICS (Integrated Charging System)	\$10,868.80	\$43,475.20
4	0822211	Head end O2 Bracket	\$193.60	\$774.40
4	0087172	513-13 IV Pole	\$256.60	\$1,026.40
4	CA5250	Equipment Hook	\$84.80	\$339.20
4	0821996	SofNet Head end Pouch with zipper	\$77.60	\$310.40
4	0822184	LBS (Large Body Surface) Jr.	\$1,343.20	\$5,372.80
4	0314050	LBS Jr. Mattress	\$433.60	\$1,734.40
4	PT5900	59-T EZ Glide Evacuation Stair Chair	\$2,465.60	\$9,862.40
4	175F	175F Fastening System	\$599.00	\$2,396.00
			\$16,322.80	\$65,291.20
		Standard LTL Complete Order Shipping Charges		\$1,333.62
		Total Bid Submission:		\$66,624.82

LICENSE REQUIRED
& COSTS

A Key West Business Tax Receipt is required if office is located within the City of Key West;
fee not to exceed \$136.50.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: Becky Jenkins

sworn and prescribed before me this 24th day of Oct., 20 14

Vickie S. Giannetti

NOTARY PUBLIC, State of Florida

My commission expires: 13 Jan 2019

VICKIE S. GIANNETTI
NOTARY PUBLIC • STATE OF OHIO
Recorded in Clermont County
My commission expires Jan. 13, 2019

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West, Florida... Fire Department
by Becky Jenkins, Government Contracts Coordinator
(print individual's name and title)
for Ferns Washington, Inc.
(print name of entity submitting sworn statement)

whose business address is 70 Weil Way, Wilmington, OH 45177

and (if applicable) its Federal Employer Identification Number (FEIN)
is 31-0595222

(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity

crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS

FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH
DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO
ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT
PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF
ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Becky Jenkins
(SIGNATURE)

24th October 2014
(DATE)

STATE OF Ohio

COUNTY OF Clinton

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Becky Jenkins who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
24th day of Oct., 2014

Vickie S. Giannetti
NOTARY PUBLIC

My commission expires: 13 Jan 2019

VICKIE S. GIANNETTI
NOTARY PUBLIC • STATE OF OHIO
Recorded in Clermont County
My commission expires Jan. 13, 2019

DOMESTIC PARTNER BENEFITS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City

CONE OF SILENCE

STATE OF FLORIDA

SS

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s) partners, officers, directors, employees and agents representing the firm of Aerno Washington, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

BY: Becky Jenkins, Gov't. Contracts Coord

Sworn and prescribed before me this 24th day of Oct., 20 14

Vickie S. Giannetti
NOTARY PUBLIC, State of Florida

My commission expires: 13 Jan. 2019

VICKIE S. GIANNETTI
NOTARY PUBLIC • STATE OF OHIO
Recorded in Clermont County
My commission expires Jan. 13, 2019

CALL FOR BIDS

KEY WEST, FLORIDA by the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040 until 3:00 P.M., October 12, 2014 for Bid 15-001 – Stair Chairs and Stretchers.

Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bids received after the time announced will not be considered.

SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at

www.demandstar.com/supplier or call toll-free at 1-800-711-1712 or at the City of Key West (www.keywestcity.com) website. One (1) original and two (2) flash drives of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside:

BID #15 – 001 – Stair Chairs and Stretchers, addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA

CITY HALL, 3126 FLAGLER AVENUE

KEY WEST, FLORIDA 33040

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.



Limited Warranty

Ferno products are warranted to be free from defects in material and workmanship for a period of one year, except as follows:

- External finishes (gelcoat, paint, powdercoat, decals, etc.) are warranted for 90 days.
- Soft goods (webbing, vinyl, fabric, foam, etc.) are warranted for 90 days.
- Second stock product is warranted for 90 days.
- Mortuary products (except hydraulic parts and soft goods) are warranted for 2 years.
- Ambulance cots and ambulance transporters (except external finish and soft goods) are warranted for 2 years.
- EZ-Glide® Chairs, EZ-Glide® Chairs with PowerTraxx™, and PowerTraxx™ Retrofit Kits are warranted for 2 years.
- 59-E Evacuation Chairs are warranted for 15 years.
- EMS bags (replaceable bottom excluded) are warranted for lifetime replacement. (Damage caused by accident, abuse, misuse or improper care will be repaired at a reasonable charge for which you will be informed prior to the repair work being done.)
- Backboards are warranted for lifetime replacement. (Damage caused by accident, abuse, misuse or improper care will be repaired at a reasonable charge for which you will be informed prior to the repair work being done.)
- Integrated Charging System (ICS) is warranted for 2 years.

Ferno repairs are warranted for 90 days from the date of repair.

This limited warranty applies only when you use and care for the product as described in the instructions provided with the product. Improper use and care may void this warranty. The warranty period begins the date the product was first purchased by you as the original end-user or the date you as the original end-user receive it if you have proof of the delivery date. This Limited Warranty is not transferable or assignable in any manner. Shipping charges are not covered by this limited warranty. Ferno is not liable for shipping damages or damages sustained through using the product.

Non-Ferno products sold by Ferno retain the product manufacturer's original warranties and guarantees. Such warranties and guarantees, if any, are solely those of the product manufacturer. Ferno offers no warranties or guarantees of any kind additional to those of the product manufacturer, nor does Ferno assume any liability for products manufactured by others.

Limitation of Liability

If a product is proven defective, Ferno will repair or replace it, or, at its option, refund the item's purchase price. In no event is Ferno liable for more than the selling price of the product. The purchaser accepts these terms in lieu of all damages.

Except for the limited warranty above, Ferno makes no other warranties, either expressed or implied. Ferno makes no implied warranties of merchantability and fitness for a particular purpose for its own product or for the products of others. In no event will Ferno be liable for any indirect or consequential damages sustained in connection with the delivery, use, or performance of its products.

Under breach of limited warranty any legal action for breach of the limited warranty must be filed within one year of the date the breach is or should have been discovered.

Limited Warranty Claims and Disputes

Contact Ferno Customer Service promptly if you receive a product from Ferno that you suspect is defective. A representative will assist you with the claim procedure. Before sending any product to Ferno obtain a return authorization number from Ferno Customer Service.

Ferno-Washington, Inc.
70 Weil Way
Wilmington, OH 45177-9371

Telephone800.733.3766
Fax800.388.1349
Emailwww.ferno.com