

FAIRHOPE VOLUNTEER FIRE DEPARTMENT
ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Fairhope Volunteer Fire Department of Baldwin County, Alabama, in the Fairhope Volunteer Fire Department offices located at 198 South Ingleside Ave. Fairhope, Alabama, until 8:00 a.m., Tuesday, December 4, 2012, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the Fairhope Volunteer Fire Department and described as follows:

Search and Rescue Catamaran for Fairhope Volunteer Fire Dept. 2012

Bid documents will be posted on the City of Fairhope Website for the Fairhope Volunteer Fire Department: www.cofairhope.com or a copy may be obtained by e-mailing: firechief@cofairhope.com. Specifications are on file and may be seen at the Fairhope Volunteer Fire Department located at 198 South Ingleside Ave, Fairhope, Alabama. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Fire Chief, Chris Ellis, P.O. Box 626, Fairhope, Al 36533, e-mail: firechief@cofairhope.com Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank bid forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond signed by a bonding company authorized to do business in the State of Alabama, or a cashier's check payable to the Fairhope Volunteer Fire Department. No Bid Security is required on bids less than \$10,000.00.

NOTE: BID BOND IS WAIVED.

THERE WILL BE NO PRE-BID MEETING

The **Fairhope Volunteer Fire Department** is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The **Fairhope Volunteer Fire Department** also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**Sealed Bid**" with **Item Name, Bid Number, Fairhope Volunteer Fire Department Name and Address, and Bidder's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the Contract, whichever is in the best interest of the Fairhope Volunteer Fire Department .

The Contractor must furnish to the Fairhope Volunteer Fire Department at the time of the signing of the contract a certificate of insurance coverage, which will include comprehensive insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability insurance, subcontractor's public liability and property damage insurance. The right is reserved to reject any and/or all proposals and any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the Contract. Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on Fairhope Volunteer Fire Department premises. General Liability Insurance, specifying coverage, must be maintained to hold the Fairhope Volunteer Fire Department harmless in the event of an accident. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a **current business license or purchase a business license with the City of Fairhope** prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the Fairhope Volunteer Fire Department, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.cofairhope.com

Chris Ellis, Fire Chief
Posted 10-24-12

BID FORM AND SPECIFICATIONS
for
SEARCH AND RESCUE CATAMARAN
FOR FAIRHOPE VOLUNTEER
FIRE DEPARTMENT 2012

BID ASSISTANCE PROVIDED BY
CITY OF FAIRHOPE

Timothy M. Kant, Mayor
Fairhope City Council

Set Number _____

DATE BID POSTED: October 24, 2012

DATE BID OPENED: December 4, 2012

CONTENTS

Invitation.....	I
Instruction to Bidders.....	II
Standard Terms and Conditions.....	III
Scope of Work and Specifications.....	IV
Bid Response Form.....	V
Alabama Immigration Act Requirements.....	VI

ITEM II

INSTRUCTION TO BIDDERS

AWARD OR REJECTION OF BIDS

1. The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Fairhope Volunteer Fire Department to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Fairhope Volunteer Fire Department, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the Fairhope Volunteer Fire Department.

COMPLIANCE

1. All bid components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded vendor will be responsible for insuring that all items meet specifications before delivery.
3. Awarded vendor will make no substitutions for bid items without prior written approval of the Fairhope Volunteer Fire Department.

ORDERING

1. The Fairhope Volunteer Fire Department will issue Purchase Order to the awarded vendor for bid items as needed.
2. If awarded vendor fails to fill Purchase Order(s) or deliver on time, Fairhope Volunteer Fire Department reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

PACKAGING & DELIVERY

1. Deliver bid items to Fairhope Volunteer Fire Department Warehouse, **198 South Ingleside Ave**, Fairhope, AL, maintaining product in proper state, undamaged.
2. At point of delivery, awarded vendor will present an itemized delivery ticket **with the Purchase Order Number clearly referenced thereon**, to Fairhope Volunteer Fire Department receiving personnel for signing.
3. F.O.B. Fairhope Volunteer Fire Department, as directed.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
5. If applicable, all titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the Fairhope Volunteer Fire Department, Title shall change upon acceptance of delivery at the Owner approved delivery location.
6. The bidder shall give the Fairhope Volunteer Fire Department at least 24 hours notice (Weekends and Holidays excluded) prior to delivery on site.

PAYMENT

1. Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

Fairhope Volunteer Fire Department
Accounts Payable Department
P.O. Box 626
Fairhope, AL 36533

2. All invoices must reference appropriate Purchase Order Numbers

3. Payment Of Invoice: All invoices received by the Fairhope Volunteer Fire Department are payable within thirty (30) days from the date of receipt by the Fairhope Volunteer Fire Department, provided they are approved by the Fairhope Volunteer Fire Department.

EXCEPTIONS / CHANGES

1. Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Fire Chief may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Fire Chief at least 72 hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the Fairhope Volunteer Fire Department will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Fairhope Volunteer Fire Department shall determine which (if any) exceptions are acceptable and this determination shall be final.

FAIRHOPE VOLUNTEER FIRE DEPARTMENT

Fairhope, Alabama

STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

ACCEPTANCE OF WORK

The Fairhope Volunteer Fire Department will be deemed to have accepted the Work after the Fairhope Volunteer Fire Department agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the Fairhope Volunteer Fire Department, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the Fairhope Volunteer Fire Department's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope website for the Fairhope Volunteer Fire Department: www.cofarihope.com. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the Fairhope Volunteer

Fire Department reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the Fairhope Volunteer Fire Department. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of Fairhope Volunteer Fire Department. The Fairhope Volunteer Fire Department may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

AWARD CONSIDERATION

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Fairhope Volunteer Fire Department to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Fairhope Volunteer Fire Department, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the Fairhope Volunteer Fire Department.

BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Fairhope Volunteer Fire Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the Fairhope Volunteer Fire Department may seek remedies for default.

BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The Fairhope Volunteer Fire Department of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division

of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the Fairhope Volunteer Fire Department in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the Fairhope Volunteer Fire Department must be licensed to do business in the Fairhope Volunteer Fire Department prior to commencement of any work under the contract. Delivery of goods or services to the Fairhope Volunteer Fire Department by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current Fairhope Volunteer Fire Department Business License. Prospective bidders will not be required to possess a Fairhope Volunteer Fire Department Business License prior to award.

CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the Fairhope Volunteer Fire Department. A term contract, lease or agreement can be canceled by the Fairhope Volunteer Fire Department, for justifiable cause, or convenience, by written notice.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting,

and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at <http://www.sos.state.al.us/downloads/dl1.cfm>

COST OF REMEDYING DEFECTS

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

DELIVERY OF BID

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the Fairhope Volunteer Fire Department of Baldwin County, Alabama, in the Fairhope Volunteer Fire Department offices located at 198 South Ingleside Ave., Fairhope, Al., unless otherwise specified.

DELIVERY

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and/or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and
- c) Name and address of the chemical manufacturer, importer, or other responsible party.

EQUIPMENT DEMONSTRATION

The Fairhope Volunteer Fire Department may require equipment/product materials or service techniques to be demonstrated at a time, date and location to be specified by the Fairhope Volunteer Fire Department.

EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

ERRORS IN BID

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the

obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the Fairhope Volunteer Fire Department may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the Fairhope Volunteer Fire Department.

HAZARDOUS AND TOXIC SUBSTANCES

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the Fairhope Volunteer Fire Department with a "Material Safety Data Sheet" for all goods that carry one.

INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the Fairhope Volunteer Fire Department, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded

vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the Fairhope Volunteer Fire Department. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the Fairhope Volunteer Fire Department will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the Fairhope Volunteer Fire Department may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the Fairhope Volunteer Fire Department. Disposal costs will be the awarded vendor's responsibility.

INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The Fairhope Volunteer Fire Department reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify

and hold harmless the Fairhope Volunteer Fire Department from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

INVITATION TO BID

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number.

Unless otherwise specified in writing, vendors shall not ship any material without an authorized

Purchase Order from the Fairhope Volunteer Fire Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the Fairhope Volunteer Fire Department, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the Fairhope Volunteer Fire Department has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, Fairhope Volunteer Fire Department chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the Fairhope Volunteer Fire Department until receipt and acceptance takes place at the F.O.B. point.

LABELING

Individual shipping cartons shall be labeled with the name "Fairhope Volunteer Fire Department", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended

shelf life. Bidders are encouraged to offer product packaging with recycled content.

LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the Fairhope Volunteer Fire Department. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The Fairhope Volunteer Fire Department accepts title only after satisfactory receipt at the delivery point. The Fairhope Volunteer Fire Department shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If

damage is to a small portion of a total shipment and the Fairhope Volunteer Fire Department will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the Fairhope Volunteer Fire Department, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

MANDATORY SITE VISIT

If the RFQ / ITB / RFP or other form of solicitation requires a mandatory site

visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the Fairhope Volunteer Fire Department.

MONITORING OF SERVICES

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

NONCONFORMING MERCHANDISE

When merchandise received from the lowest responsible bidder is not in accordance with

the purchase order, it will be returned to the bidder, at bidder's expense.

NON-DESCRIMINATION

The Fairhope Volunteer Fire Department is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order Documents in this regard. The Fairhope Volunteer Fire Department also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

NON EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the Fairhope Volunteer Fire Department immediately and furnish, without delay, copies of all such accident reports to the Fairhope Volunteer Fire Department. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the Fairhope Volunteer Fire Department, of which the awarded vendor has knowledge of and which results in a fine levied against the Fairhope Volunteer Fire Department then the awarded vendor shall be responsible for all fines levied against the Fairhope Volunteer Fire Department.

PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number.

PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

**Fairhope Volunteer Fire Department
P.O. Box 626
Fairhope, AL 36533**

All invoices must reference appropriate Purchase Order Numbers. Payment of Invoice: All invoices received by the Fairhope Volunteer Fire Department are payable within thirty (30) days from the date of receipt by the Fairhope Volunteer Fire Department, provided they are approved by the Fairhope Volunteer Fire Department.

PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled.

RECEIPT BY FAIRHOPE VOLUNTEER FIRE DEPARTMENT

If not otherwise stated in the order, the Fairhope Volunteer Fire Department will be said to have received goods when they have been delivered,

unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized Fairhope Volunteer Fire Department employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

SET-UP AND INSTALLATION

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

SPILL CLEAN UP

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Fairhope Volunteer Fire Department

deems necessary during the term of the Contract / Agreement / Purchase Order. The Fairhope Volunteer Fire Department reserves the right to request a demonstration of any and all items bid before making the award.

PATENTS

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the Fairhope Volunteer Fire Department, on any patent claims arising from the purchase of goods or services.

PACKAGING

Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

PERMITS LICENSES AND CERTIFICATES

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract/ Agreement/ Purchase Order.

PREPARATION OF BID

All bids proposals shall be typewritten or in ink on the form(s) prepared by the Fairhope Volunteer Fire Department. Bids/ proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

QUESTIONS / CONTACT

Commencing with the issuance of the RFQ/ITB/ RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact

identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

REJECTION OF BIDS

The Fairhope Volunteer Fire Department reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the Fairhope Volunteer Fire Department will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Fairhope Volunteer Fire Department, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the Fairhope Volunteer Fire Department at all reasonable times, for inspections and audit by the Fairhope Volunteer Fire Department, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after the expiration of the Contract / Agreement / Purchase Order.

SAMPLES

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Fairhope Volunteer Fire Department reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the Fairhope Volunteer Fire Department's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The Fairhope Volunteer Fire Department reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the Fairhope Volunteer Fire Department may seek remedies for default.

TABULATION

Bid results are posted on The Fairhope Volunteer Fire Department's website www.fairhopevfd.org. The awarded vendor will be sent a written notification via mail.

TAXES

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Fairhope Volunteer Fire Department will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The Fairhope Volunteer Fire Department is tax exempt by law – Code of Alabama 1975.

TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the Fairhope Volunteer Fire Department, in whole or in part, by written notification to the awarded vendor.

TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the Fairhope Volunteer Fire Department, in whole or in part, in writing, whenever the Fairhope Volunteer Fire Department determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The Fairhope Volunteer Fire Department may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Fairhope Volunteer Fire Department's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

TIME IS OF THE ESSENCE

The Fairhope Volunteer Fire Department and awarded vendor agree that time is of the essence in the performance of Work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

TITLE

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the Fairhope Volunteer Fire Department, Title shall change upon acceptance of delivery at the Fairhope Volunteer Fire Department approved delivery location.

VENDOR LIST

A vendor may be removed from the Fairhope Volunteer Fire Department's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the Fairhope Volunteer Fire Department, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The

awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by Fairhope Volunteer Fire Department. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if

any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

IMMIGRATION REQUIREMENTS

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

ITEM IV

SCOPE OF WORK AND SPECIFICATIONS

Search and Rescue Catamaran for Fairhope Volunteer Fire Dept. 2012

**Fairhope Volunteer Fire Department
Fairhope, Al**

BID SPECIFICATIONS

22' Twin Vee Ocean Catamaran, Center Console, Twin Vee or equivalent

Size Specifications:

LOA: 22'
BEAM: 8'6"
DRAFT: Approx 14"
DRY HULL WEIGHT: Approx 2,600 lbs
FUEL CAPACITY: 2 In-floor 60 gal tanks
MAX HP: boats only rated for 140 HP Twin engines
18 MILE RADAR

General Specifications:

- Built in under floor 2 60 Gallon fuel tanks
- Twin 140 HP engines
- One 18 MILE RADAR installed
- Extra heavy duty bumper rails
- Electronically (controlled rotation) mounted spotlight in center of center console hardtop
- Radio antennas and mounting will be on center console hard top
- Must have fuel gauge, Tachometer, and hour gauges
- Battery boxes are to be located outside work areas
- Interior wash down
- Full folding dive ladder
- 3 12-Volt 20 Amp power outlets located on center console
- 3 additional wiring harnesses for electronic devices
- Waterproof box under center console to the back underside of hardtop for electronic equipment
- Anchor package (Anchor, Rope and chain)
- Rear med tow bits
- Molded fiberglass leaning post with storage
- T-top will be hardtop
- Ingall brand cooler seat
- Ray Marine A50 5" chart plotter
- Ray Marine Ray 49 Gray VHF radio
- Front and rear working deck lights

END SCOPE OF WORK AND SPECIFICATIONS

ITEM V

FAIRHOPE VOLUNTEER FIRE DEPARTMENT

BID RESPONSE

DATE: ____/____/____

**BID NAME: Search and Rescue Catamaran for Fairhope Volunteer Fire Dept.
2012**

Delivery lead time ARO: _____ Days

We propose to meet or exceed the above specifications for the sum of:

BID PRICE PER UNIT: \$ _____

Manufacturer: _____ Model: _____

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Fairhope Volunteer Fire Department, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the Fairhope Volunteer Fire Department, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this _____ day of _____, 20_____.

If Individual

_____, Doing Business As, _____
(Signature of Individual Bidder) (Business Name)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION NUMBER
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

I, the undersigned authority in and for said State and County, hereby certify that

_____, as _____
(Type or Print name of bid signer) (Type or Print bid signers Title)

respectively, of _____
(Type or Print company name)

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 20____

Notary Public
My Commission Expires: _____

END OF BID RESPONSE FORM

Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1** through **Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

3.1 All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

INVITATION SUMMARY

Search and Rescue Catamaran for Fairhope Volunteer Fire Dept. 2012

Invitation for bid :	Search and Rescue Catamaran for Fairhope Volunteer Fire Dept
Issue Date:	10/24/2012
Bid Bond Requirements:	WAIVED
Certificate of Insurance Requirements:	See Standard Terms and Conditions
Pre-Bid Meeting:	N/A
Deadline for Questions Date:	11/28/2012 8:00 A.M.
IFB Closing Date:	12/04/2012 8:00 A.M.
City Internet Site:	www.cofairhope.com
Alabama Immigration Act Requirements	Memo of Understanding
Bid Copies:	1
Fairhope Volunteer Fire Department	
Contact:	Chris Ellis, Fire Chief firechief@cofairhope.com 251 990-0143

END OF INVITATION SUMMARY

BIDDER INFORMATION

This section must be printed, completed and turned in with your bid response

Bid: Search and Rescue Catamaran for Fairhope Volunteer Fire Dept. 2012

Business Organization

Name of Bidder (**exactly as it appears on W-9**):

Doing-Business-As Name of Bidder:

Principal Office Address:

Telephone Number: _____

Fax Number: _____

Email address: _____

Website: _____

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly ___

Privately ___

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ___

Limited ___

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ___

No ___

Contact _____ Email _____

Address _____ City _____ State _____

Phone _____ Fax _____

END OF BIDDER INFORMATION SECTION