

BID DOCUMENTS

BID RESPONSE FORM AND SPECIFICATIONS

Bid No. 023-16

Cascade System for Fire Station #3

for

City of Fairhope

CITY OF FAIRHOPE FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor
Jack Burrell, Council President

Set No. _____

Bid Posted: 4-7-16
Bids opening: 4-21-16

CITY OF FAIRHOPE
BID INVITATION

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, at the City Services and Public Utilities Building, 555 South Section St. Fairhope, Alabama, until **9:00 A.M., Thursday, April 21, 2016**, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 023-16 Cascade System for Fire Station #3

The City of Fairhope has need for a breathing air station and equipment for Fire Station #3, located at the Airport. It is the intention of the City to purchase a complete high pressure 6000 PSIG breathing air station designed to efficiently and safely fill self-contained breathing apparatus (SCBA). The system shall be complete, including the compressor system, electric motor, purification system, DOT air storage system, containment fill station, and controls. All components shall be new and of current manufacturing design. Used, surplus, and discontinued equipment are unacceptable. Must meet NFPA1901, 2013 edition, for breathing air.

Bid documents will be posted on the City of Fairhope Website: www.cofairhope.com or a copy may be obtained by e-mailing: dan.ames@cofairhope.com. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, located at 555 S. Section Street, Fairhope, Alabama. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 P.M. local time, Monday thru Friday. Delivery Address is: 555 S. Section Street, Fairhope, AL 36532, and if sending by USPS: PO Drawer 429, Fairhope, AL 36532.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, AL 36532, e-mail: dan.ames@cofairhope.co. Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **THERE WILL BE NO PREBID MEETING.**

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Documents in this regard. The City 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, City of Fairhope's 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 whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must maintained to hold the City of Fairhope 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 <http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx>. 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 City of Fairhope, 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.

Daniel P. Ames
Purchasing Manager
Posted 4-7-16

CONTENTS

Advertisement for Bid.....	I
Instruction to Bidders.....	II
Standard Terms and Conditions.....	III
Scope of Work and Specifications.....	IV
Insurance Requirements	V
Bid Response Form.....	VI
Alabama Immigration Act Contract Requirement.....	VII
Invitation Summary	
Bidder Information	

**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 City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, 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 City of Fairhope.

COMPLIANCE

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

ORDERING

1. The City of Fairhope Purchasing Department will issue Purchase Order(s) to the Awarded Vendor for bid items as needed.
2. If Awarded Vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope 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 **Les Bung Fire Station #3, 8600-A County Road 32, Fairhope, AL 36532**, or other designated City site, 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 City of Fairhope receiving personnel for signing.
3. F.O.B. City of Fairhope, 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 City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.
6. The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to delivery on site.

INSURANCE:

1. Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additional insured" on all applicable certificates. These limits and coverage's specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval. See the instructions (ITEM V INSURANCE) hereinafter contained with respect to the type, form, and amounts of required insurance policies.

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:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, AL 36533

2. All invoices must reference appropriate Purchase Order Numbers

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

COLLUSION:

1. If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Fairhope.

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. **No errors will be corrected after bids are opened.** No prices shall include State or Federal Excise Taxes. Municipalities are exempt from Alabama Sales Tax by state law.

Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

Our bid form must be filled in completely.

All pages of the Bid Response Form must be returned.

All documents requested must be attached to the back of page of such request and acknowledgement must be made where blank appears.

A signed contractual agreement, or Purchase Order, must be in place prior to beginning work or services.

END OF SPECIFICATIONS

**ITEM III
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS**

1. 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.

2. ACCEPTANCE OF WORK

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope 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 City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

3. ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the City of Fairhope website www.cofairhope.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

4. ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope 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.

5. 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.

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

7. 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.

8. 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.

9. 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 City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, 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 City of Fairhope.

10. BACK ORDERS

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

11. 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 City of Fairhope 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.

12. 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 City of Fairhope 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.

13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope 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 City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. 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 City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

15. 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

acknowledges 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>.

16. 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.

17. 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 City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, AL., unless otherwise specified.

18. 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.

19. 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 manufacturer, importer, or other responsible party.

20. EQUIPMENT DEMONSTRATION

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

21. 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.

22. 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.

23. 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 City of Fairhope 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 City of Fairhope Purchasing Manager.

24. 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 City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

25. INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, 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, Sub-contractors, 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.

26. 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 City of Fairhope. 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 City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope 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 City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

27. 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 City of Fairhope 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 sub-contractors assigned to the Contract / Agreement / Purchase Order.

28. 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 City of Fairhope 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.

29. 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.

30. 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 City of Fairhope Purchasing 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 City of Fairhope, 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 City of Fairhope 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, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

31. LABELING

Individual shipping cartons shall be labeled with the name "City of Fairhope", 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.

32. LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope 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 City of Fairhope 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 City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

33. 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 City of Fairhope.

34 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.

35. NON-CONFORMING 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.

36. NON-DESCRIMINATION

The City of Fairhope 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 City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE

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

38. 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 City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

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

40. 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 City of Fairhope, on any patent claims arising from the purchase of goods or services.

41. 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:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order

Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

42. PAYMENT WITHHELD

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

43. PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

44. 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.

45. PREPARATION OF BID

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. 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.

46. 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.

47. RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope 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 City 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.

48. REJECTION OF BIDS

The City of Fairhope 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 City of Fairhope 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 City of Fairhope, 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.

50. 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 City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

51. SAMPLES

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

52. SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope'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.

53. 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.

54. 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

55. SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope 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 City of Fairhope may seek remedies for default.

56. TABULATION

Bid results are posted on The City of Fairhope's web site: www.cofairhope.com . The awarded vendor will be sent a written notification via mail.

57. TAXES

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

58. TERMINATION FOR CONVENIENCE

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

59. TERMINATION FOR DEFAULT

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

60. 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 City of Fairhope 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 City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

61. TIME IS OF THE ESSENCE

The City of Fairhope 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.

62. 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 City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

63. VENDOR LIST

A vendor may be removed from the City of Fairhope'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.

64. 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 City of Fairhope, 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 City of Fairhope. 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.

65. IMMIGRATION LAW

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**

Bid No 023-16 Cascade System for Fire Station #3 (Airport)

4.0 SCOPE OF WORK

The successful Bidder shall provide one high pressure breathing-air compressor workstation system with accessories in accordance with the following bid specifications or equivalent:

General

The breathing air station and equipment to be furnished in meeting these specifications must be the product of an established, reputable distributor of the manufacturer. Each bidder shall furnish satisfactory evidence of the manufacturer's ability to construct, supply service parts and technical assistance for the compressor specified. Bidder must provide set-up, training, and service or must state the location of a reputable service center. Bidder must submit a list of equivalent type breathing air station of the specified design sold and in service by the manufacturer in this state.

It is the intention of the City of Fairhope to purchase a complete high pressure 6000 PSIG breathing air station designed to efficiently and safely fill self-contained breathing apparatus (SCBA). The system shall be complete, including the compressor system, electric motor, purification system, DOT air storage system, containment fill station, and controls. All components shall be new and of current manufacturing design. Used, surplus, and discontinued equipment are unacceptable.

The City of Fairhope reserves the right to reject any bid that does not meet the minimum requirements of these written specifications. The City of Fairhope will inspect the delivered equipment received from the successful bidder to ensure that it meets the specifications. Any equipment that does not meet the bid specifications must be brought up to those established standards at the vendor's expense.

4.1 SPECIFICATIONS

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The intent of the specifications is to describe the minimum quality acceptable. Any Brand name and/or model number mentioned is intended to be descriptive and not restrictive to any bidder. Bidder must state the brand of any item provided which is a substitute for the brand or model specified for evaluation by the buyer. The buyer reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The buyer shall be the sole judge in determination of acceptable substitutes.

Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.

Any deviation from Specifications indicated herein must be clearly identified in writing; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and successful bidder will be held responsible for such. Deviations must be explained in detail on separate attached sheet(s).

4.1.1 Codes & Standards

Air purity shall meet or exceed the standards of the Compressed Gas Association specification G-7.1 for grade "E" breathing air and the standards of NFPA 1500. The entire system shall meet all requirements

established by the Occupational Safety and Health Act, otherwise known as OSHA. Purification systems shall be constructed with Section VII of the ASME code for unfired pressure vessels. The compressor system manufacturer shall have an ISO 9000 quality management system standard approval on the design and/or manufacture process.

4.1.2 Identification

All major components and accessories are to be clearly identified with permanent affixed nameplates stating the make, model and serial number. Other pertinent information such as capacities, pressure, voltages, currents, etc., are to be indicated in the proper manner.

4.1.3 Documentation

A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form. The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

4.1.4 Testing & Warranty

All equipment shall be factory assembled, and thoroughly tested. The station shall be warranted free from defects in material and workmanship for period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the station's accumulated operating hours during the warranty period.

4.1.5 Installation, Start-up, & Training

Connection of the power source to the breathing air station shall be the responsibility of the City of Fairhope ventilation to outside is necessary, it will have to meet manufacturer's installation specifications and materials will be the responsibility of the City of Fairhope. **Installation of the breathing air system shall be the responsibility of the vendor.** Start-up and assurance that the breathing air station is operating at peak performance shall be responsibility of the vendor. This shall include an air test analysis performed by an NFPA accredited laboratory. Connection of the power source to the breathing station must be properly completed before start-up and training can be performed. Training shall take place immediately after the start-up procedure has been successfully completed. Training shall also include a review of the operation, maintenance and parts manual that is supplied with the system.

4.1.6 Authorized Service Center

The vendor shall be or provide with this bid the name and address of the nearest factory authorized service center. The service center must be factory authorized to perform warranty work, preventative maintenance, and on-going service. Sales offices without factory trained service personnel shall not be considered acceptable. The fire department reserves the right to ask for an authorized document verifying that service personnel have been factory trained. Should respond for emergency repairs within 72 hours of request.

4.1.7 General Notes

The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the station's components. The station base frame shall include four brackets to facilitate securing the leveled unit to a concrete floor using expansion anchors. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life. The station shall be designed for against-the-wall installation, operation, maintenance and single-point operator control from the front of the station. The design of the station shall permit unrestricted cooling air flow to the compressor and motor when installed against a wall. All system instrumentation, controls and access to the containment fill station shall be located at the front of the station. The compressor package shall fit through a standard 36" doorway. The station shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F¹.

¹ Please consult the Bauer factory for applications outside of this temperature range.

Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the station, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

The station shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the station's accumulated operating hours during the warranty period.

4.1.8 Performance Table

Model	FAD ² SCFM	Charging Rate ³ SCFM	HP	RPM	Compressor Model	Purification System	Air Processing Capability ⁴ (cu ft)
	10.8	13.0	10	1420			67,000

4.1.9 Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polyimide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage's discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a "W" configuration with the first and second stage sharing one common stepped cylinder. Each cylinder shall be located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

Inter-stage pressures shall be monitored via locally mounted pressure gauges.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drain (A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and shall be factory preset to drain the separators approximately every fifteen minutes for approximately six seconds. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. The condensate reservoir shall be manufactured of a non-corrosive polyimide and shall be equipped with a high liquid level indication system to provide system shutdown and to alert the operator that the condensate reservoir is at capacity. The operator shall be alerted that the reservoir is at capacity via a scrolling text display message on the panel mounted operator / compressor interface. Manually operated valves shall be supplied to override the automatic

² Based on standard inlet conditions.

³ Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.

⁴ Based on an inlet temperature of 70°F.

operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash and low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. Two highly visible sight glasses shall be included, one on each of the crankcase to check the oil level. The oil drain hose shall be of sufficient length to reach the outside of the compressor cabinet.

The final stage and oil pressure gauges shall be mounted on the instrument panel.

The compressor shall be equipped with an inlet filter with a replaceable particulate element.

4.1.10 Prime Mover and V-Belt Drive

The single or three phase electric motor shall be of the open drip-proof (ODP) design. The motor voltage and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated from the station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

4.1.11 Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, fused transformer and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label. The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

4.1.11.1 Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with **Multi-Color Touch Screen Display** incorporating vivid TFT (Thin Film Transistor) Technology and NOT limited by touch cells (Optional mounting configurations available-up to 25 ft remote)
- Emergency Stop Palm Button
- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Non-resettable hour meter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

4.1.11.2 For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a text read-out of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be bypassed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Fault shut downs shall not affect the ability to fill SCBA cylinders from the storage system as long as there is sufficient pressure in the storage to fill them.

4.1.12 Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chamber shall have a working pressure of 6000 PSIG. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without the cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall include an Electronic Moisture Monitor System. A sensor shall be located in the purifier cartridge for direct monitoring of moisture levels. The system shall warn the operator, in advance, of the impending expiration of the cartridge via a scrolling text display message on the panel mounted operator / compressor interface. The compressor shall shut down automatically and the operator notified via scrolling text display message on the panel mounted operator / compressor interface should the operator fail to change the cartridge within the warning period. The compressor shall not be capable of restarting until the used cartridge is replaced with a new one. The moisture monitoring system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shut down shall be effected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

4.1.13 Fill Control / Instrument Panel

A steel instrument panel affixed with a non-glare Lexan overlay shall be installed on the front of the station. The overlay shall contain an embedded airflow schematic. The instrument panel shall include a storage pressure gauge, an LCD Operator / Compressor Interface, and an emergency stop switch. The instrument panel shall be located and arranged for visibility and easy access by the operator and for accessibility for inspection and maintenance. All components installed in the instrument panel shall be securely supported to eliminate vibration and undue force on instrument piping and to prevent damage during shipment, storage, operation, and maintenance. The fill control / instrument panel shall be hinged for easy maintenance and accessibility.

The air management control panel shall be factory piped as a Priority Refill System. This system shall simplify the operations panel by eliminating cascade control valves and gauges. The Priority Refill System shall be supplied with a series of pneumatic valves that will direct the air flow directly from the compressor to the SCBA or air storage cylinder. When the storage system pressure drops to the current level of the compressor output, flow from the storage system stops and the compressor alone finishes filling the SCBA bottles. A bypass valve shall be panel mounted allowing the system operator to manually select whether the compressor output shall be directed to the Priority Refill System or directly to the SCBA cylinders, thus giving the operator maximum control of the fill process. Systems without a bypass valve shall not be deemed acceptable as they do not give the operator the flexibility of selecting the air source.

The control panel shall include, at a minimum, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, the manual bypass direction valve to allow the operator to select SCBA filling from either the Priority Refill System or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position.

All control panel mounted pressure gauges shall have a 2 ½" diameter and be liquid filled.

4.1.13 Air Storage System

The air storage rack shall be in a vertical configuration that is an integral part of the breathing air systems frame. The rack shall be designed and equipped with two (2) 6000 psi rated DOT air storage receivers. Each receiver shall be built to accommodate 509 cubic feet of air at maximum pressure. Additionally, each receiver shall include a service valve and burst disc. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface.

4.1.14 Containment Fill Station

The front-loading, two position; containment fill station shall totally enclose the SCBA or SCUBA⁵ cylinders during the refilling process.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

⁵ SCBAs up to 31" maximum overall length including valve, boot and fill yoke.

Two fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

4.1.15 Testing and Preparation for Shipment

The breathing air station shall be tested by the manufacturer prior to shipment. A copy of the manufacturer's test report shall be available upon request.

A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel

The station shall be suitably prepared for motor freight transport. The station shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a wooden crate. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

4.1.16 Required Accessories

The following shall be offered by the manufacturer as accessories to the breathing air station:

- Additional two 6000 psi cylinders with metal rack and bands; high pressure hose to connect to panel on workstation
- Interstage gauges
- Carbon monoxide monitor with calibration kit
- Remote Fill with bulkhead fitting, regulator, pressure gauge, line valve, and quick connect coupling
- 25ft high pressure hose with fittings for refilling mobile storage

4.2 Prices & Delivery

Prices shall be firm, net, delivered prices, F.O.B. destination.

4.3 Compliance

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 Purchasing Manager 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 Purchasing Manager 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 City 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 City shall determine which (if any) exceptions are acceptable and this determination shall be final.

4.4 Quantities

The City of Fairhope does not guarantee that the City will procure any set quantities.

**ITEM V
INSURANCE**

5.0 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an “additional insured” under the Contractor’s General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

5.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

5.02 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

5.03 Worker’s Compensation and Employer’s Liability

Part One:	Statutory Benefits as required by the State of Alabama		
Part Two:	Employer’s Liability	\$100,000	each accident
		\$100,000	each employee
		\$500,000	Policy Limit

5.04 U.S. Longshoreman & Harbor Workers Act (USL&H)

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

5.05 Maritime Endorsement (Jones Act)

Endorsement required if contract involves the use of a Vessel. Or include coverage for “Master or Member or Crew” under “Protection and Indemnity” coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000	each accident
Bodily injury by disease	\$1,000,000	aggregate

5.06 Commercial General Liability

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property

Damage combined as follows:

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:

- Premises and operations
- Personal injury and Advertising Injury
- Products/completed operations
- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

5.07 Automobile Liability

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

5.08 Certificates of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

- 5.08.1 The Contractor shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

**ITEM VI
BID RESPONSE FORM**

Bid No.: 023-16

Bid Name: Cascade System for Fire Station #3 (Airport)

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The City of Fairhope does not guarantee that the City will procure any set quantities.

All pages of the Bid Response Form must be returned.

Delivery lead time ARO: _____ Days

We propose to meet or exceed the above specifications as found in **ITEM IV SCOPE AND SPECIFICATIONS** for the sum of:

Base Bid _____

Make: _____

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 City of Fairhope, 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 City of Fairhope, 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.

If Individual

(Name of Individual or Partnership)

(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number () _____

Primary E-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____

If Corporation or LLC

Company _____ State of Incorporation _____

Company Representative _____
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

Address _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____

THIS MUST BE NOTARIZED

Notary for Individual or Corporation

STATE OF _____ }
COUNTY OF _____ }

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

_____ as _____ respectively of _____, Name of signer
whose _____
Title Company Name

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 _____, 2016

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: ___/___/___

ITEM VII
Alabama Immigration Act Contract Requirements

7.0 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.

7.1 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).

7.3 **Mandatory Clause**

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 sub-division 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.

7.4 **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.

7.5 **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.

7.6 **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

**Bid No. 026-16
Cascade System for Fire Station #3**

Issue Date: 4-7-16
Bid Bond Requirements: WAIVED
Insurance: See Item VI Insurance for details
Pre-Bid Meeting: NONE
Deadline for Questions Date: 4-18-16
ITB Closing Date: 4-21-16 at 9:00 A.M.
City Internet Site: www.cofairhope.com
Bid Copies: 1
Purchasing Department Contact: Daniel P Ames, Purchasing Manager
dan.ames@cofairhope.com
(251) 928-8003

City of Fairhope address for BID submittals

1. By courier (UPS, FED EX, etc.) or hand delivery

City of Fairhope
Attn: Purchasing Manager
555 South Section Street
Fairhope, Al 36532

2. City of Fairhope address for BID submittals
by U.S. mail delivery

City of Fairhope
Attn: Purchasing Manager
P.O. Drawer 429
Fairhope, Al 36533

END OF INVITATION SUMMARY

BIDDER INFORMATION

Bid No. 026-16 Cascade System for Fire Station #3

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

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: _____

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 Name _____ email _____

Cell Phone _____ office _____

END OF BIDDER INFORMATION SECTION