

Invitation for Bids
Fire Boat
Moultonborough, NH
April 21, 2011

Addendum #2 Issued April 15, 2011

1.) There is NO change in the bid due date!

2.) You must use the new bid form contained herein!

This change requires a fourth attachment which addresses the addition of a new item #10 to the Scope of Work or Specifications and Conditions.

3.) Add a new item #10 to the Scope of Work or Specifications and Conditions.

Provide a list of at least five references for a similar boat that you have constructed and equipped within the past five years. You must identify the following:

- Name of Entity purchasing the boat
- Name of Specific Contact
- email and telephone for the contact
- Description of Boat
- Initial Contract Value
- Final Contract Value
- Description of the difference.

4.) Are you setting a certain speed requirement that we must meet?

The maximum speed on the lake is 45 mph. We are looking to achieve that. We understand that we have many navigational hazards which make it hard to hit that speed in many portions of our lake. However, once we are in the open we want to achieve that top speed.

5.) As a small company we've never had to provide a performance bond. Are you willing to extend the requirement to provide this to 21 days as opposed to the stated 14 days?

Yes. Consider the requirement to provide a performance bond to be extended from 14 days to 21 days. In addition you may substitute a Letter of Credit, from a financial institution as acceptable to us, against which we can draw should you default in the delivery of the boat.

6.) Do you have a budget and are the funds available?

We have a budget amount of \$163K that was appropriated at the Town Meeting in March of 2011. It is immediately available to us. We have additional sources of funds should we need them. We also have a variety of deduct bid items which we may need to take advantage of to get into our budget.

7.) Are you willing to entertain a Bonus Clause for early delivery?

No, we only pair a bonus clause with a penalty clause when we are the ones who set the time for performance. In this case you are setting the time for performance in your proposal. However, we will add a Force Majeure clause to the contract to offset some of your risk of late delivery. Although we expect you to take into account the current disruption in the global supply system (i.e., Japan) this clause will provide you with protection against such an occurrence during the course of your contract work for us.

Add a new item #11 Force Majeure to the Scope of Work or Specifications and Conditions.

Force Majeure: The time for performance hereunder shall be extended for any delay or default in performing hereunder if such delay or default is caused by conditions beyond the Contractor's control including, but not limited to Acts of God, natural disasters (earthquakes, hurricanes, floods), wars or riots, or performance failures of parties beyond the control of the Contractor (e.g., disruptions in utility services attributable to the provider or labor actions by employees of a common carrier). Such extensions shall be day for day of the delay. Such extension shall only take effect if the Contractor shall give the Town prompt written notice following their first knowing of the occurrence causing the delay. Such notice shall include the cause of the delay, the anticipated length of the delay, the alternatives that could be considered to keep the project on schedule, and the action the Contractor is taking, notwithstanding the instant matter, to otherwise honor its end delivery date obligation.

The extension shall remain in place only to the extent that, on a seven day basis, the Contractor shall update this information and show a good faith prosecution of the remainder of the work that is not dependent upon the matter causing the delay.

A dispute with copyright owners or trademark infringements, contractor labor disputes, software or server delays, the obtaining of licenses or approvals other than those of the Town, or a delay in the delivery of parts that could have been available had they been ordered at the earliest possible moment shall not be considered to be a force majeure cause for extension.

8.) In several places you state the boat is based upon or specifications were drawn from, NFPA 1925. In Exhibit A I A. it appears you are requiring conformance to NFPA 1925. Are we bidding your specifications or NFPA 1925?

In the "Meets" and "Deviates" columns for this item put N/A in for a response.

9.) Is the overall length (Exhibit A. Item I. C.) without the engine bracket or a total length?

It is without the engine bracket.

10.) Is the beam maximum (I. D) with the accessories and rub rails or a hull only dimension?

It is a hull only dimension.

11.) Where do you want the bulkheads referenced in II. B. 1 & 2?

We will rely upon you to locate those appropriate to your design. We will discuss this with you during the various design conferences.

12.) What do you mean by III G.? Are these flush mounted lights?

They need not be flush mounted. They may be above the water line shining down such that we can see into the water ahead as to what we are maneuvering into (much of our shore line can be rocky).

13.) Does this same answer hold true for III H.?

No. These we want to have flush mounted.

14.) Can you quantify the fuel capacity that you are requiring under IV. 1. A?

Please look at the Exhibit B attached hereto. We want to be able to travel to the Center Harbor Docks (Fire Department) which is approximately 20 miles at top cruising speeds, work our pumps, and related accessories for up to four hours and then return to Lees Mills all on the fuel volume required (plus a safety reserve of 10%).

15.) Can we substitute another motor for the Honda brand?

Yes. You need to mark your Exhibit A submission to be attached to your Bid Form as "Deviates" and then attach a copy of the catalog sheet for the proposed substitution. However, please note that we will still require a four stroke motor.

16.) In V A. 1. You require a forward raked windshield. May we ask your intention?

We need the maximum pilot visibility all around especially when operating in the rain. If you cannot conform, check deviates and explain why. You may also elaborate on why you believe your deviations will meet or exceed what we are trying to accomplish.

17.) Is the reference in item V. A. 3 to a dimension fully assembled with the floatation collar?

Yes

18.) In V.B.1 you are asking for defrosters. Did you mean defoggers?

We did mean defrosters. We actually get frost build up early and late in our season and can get ice buildup in operational conditions.

19.) Are these defrosters just for the windshield or all glass areas?

This item needs to stay as listed. We need to maintain the widest possible scope of vision for the boat operator.

20.) Item VI. B. seems to conflict with Item XV. E.

Item XV. E. is hereby amended to 24” to conform to item VI. B.

21.) With respect to time VIII. A., is all Town fire equipment Darley?

No, We have a variety of manufacturers. Be careful to price both of your lesser pump sizes (750gpm and 500gpm) against the 1,000gpm that is part of the base bid. Do not quote how much lesser a 500gpm pump is than a 750gpm pump.

22.) Are you looking to start the pump or operate the pump from the helm of the boat?

We are hoping for the Pilot to be able to do both. The Pilot will remain with the boat to tend it and will also operate the pump. We are looking for the Pilot to need to use minimum motion.

23.) Is it acceptable to have someone go back to open suction to get valves started??

We are looking for the Pilot to need to use minimum motion. The Pilot will remain with the boat to tend it and will also operate the pump.

24.) In item X. A. you call for two batteries. Will it be acceptable to provide more than two as well as provide the related upgrades?

It is acceptable. You should mark your specification sheet as “Deviates” and attach any appropriate documentation and provide a brief explanation of the merits thereof.

25.) Can you explain what you are looking for in item X. K.?

This is a battery powered emergency light system lasting one hour which will let us work on an issue (such as we may be stalled on open water at night) and await someone getting to the boat.

26.) Can you explain item XII. A. 9?

These are fans which are part of the defroster system to move the heat across the glass. This is hereby amended to four (4).

27.) The reference to XII on page 19 should be XIII.

28.) The reference in item XVII. A. to a 2” ball should read as a 2 5/16” ball.

29.) In item XV. A. 3; Do you want an enclosed or an open bulkhead?

We will not have you quote the "one (1) fixed window aft in the partial bulkhead". You are instead to quote a "zippered canvas cover with clear vinyl window, canvas zipper to run along port, roof and starboard, zipper shall be two way functional and provisions shall be provided to roll up cover and secure at roof line. Clear vinyl window shall run from port to starboard side and shall be the same height as the window in the "hard sides"

30.) On custom or customized, public safety boats such as these it is normal for the customer to visit the factory two or three times during the process. These trips are often included in the bid specification and thus the costs are included by the bidders in their proposed price. Is there any such requirement on this boat?

Add a new item #12 Shop inspection to the Scope of Work or Specifications and Conditions.

There shall be two inspection trips, one at the completion of the bare hull and one at the sea trial of the boat. The Contractor shall provide the Town with 14 days advance notice of the date and time they can conduct such inspections. The Town shall pay for all transportation, food and lodging associated with the travel of its personnel to the Contractor's facility. The Contractor shall provide for a minimum of 4 hours of inspection & meeting time at its facility.

31.) Do you have a photo of the trade-in?

Yes – See Exhibit D attached hereto.

End

Town of Moultonborough
Fire Boat
Bid Form
Effective 04/15/2011
(Please Print in Ink or Type)

Name of Bidder: _____

Address: _____

Contact Person: _____

_____ Telephone _____ Fax _____
_____ Email _____

ATTENTION: Mr. Joel R. Mudgett, Chairman
Board of Selectmen
PO Box 139
Moultonborough, NH 03254

Dear Mr. Mudgett:

Having examined the documentation provided with the subject Invitation for Bids the undersigned proposes to furnish the requested item or materials as requested in accordance with the subject documents.

The undersigned acknowledges Addenda #1 and #2 _____
(If none, write none).

If I am notified my proposal is accepted within forty five (45) days of the bids having been opened, I will execute a contract for the work within fourteen (14) days thereafter.

I propose to provide the following items for the following unit pricing:

<u>Item</u>	<u>Price</u>
1.) Fire Boat	
A. As specified	\$ _____ (In Figures)
_____ Dollars and _____ Cents (In Words)	
B. Deduct Item #1: Reduce Pump size to 750 gpm	\$ _____ (In Figures)
_____ Dollars and _____ Cents (In Words)	
C. Deduct Item #2: Reduce Pump size to 500 gpm	\$ _____ (In Figures)
_____ Dollars and _____ Cents (In Words)	
D. Deduct Item #3: Eliminate supply of trailer	\$ _____ (In Figures)
_____ Dollars and _____ Cents (In Words)	
E. Deduct Item #4: Eliminate supply of motors	\$ _____ (In Figures)
_____ Dollars and _____ Cents (In Words)	
2.) Trade in Value for Equipment Specified	\$ _____ (In Figures)
_____ Dollars and _____ Cents (In Words)	

Time for Delivery: I will deliver this equipment to you within _____ days (In Figures) of your notice to proceed (exclusive of the time you take to review and approve my submittals).

I understand that the town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

I understand that the Town may hold my bid for forty five (45) days prior to awarding a contract.

In order to be considered responsive each bidder must submit the following with this bid:

- 1.) Completed Exhibit A, explanation of any deviations from the specifications, and attachments of required drawings, catalog sheets warranty information and the like.
- 2.) Clerk's Certificate showing the authority of the submitting party to bind it to a contract.
- 3.) Bid Bond or Certified Check in the amount of 5% of the bid
- 4.) Reference Information Per Addendum #2

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments or other municipal charges that I owe to the Town of Moultonborough or have payment agreement in place or have filed an appeal over the same.

Signature of Bidder

Corporate

Title of Bidder

Seal

Signed this _____ day of _____, _____.



Exhibit C
**Moultonborough Public
Safety Bldg. to Lees Mills**
Approximate Distance = 2 miles

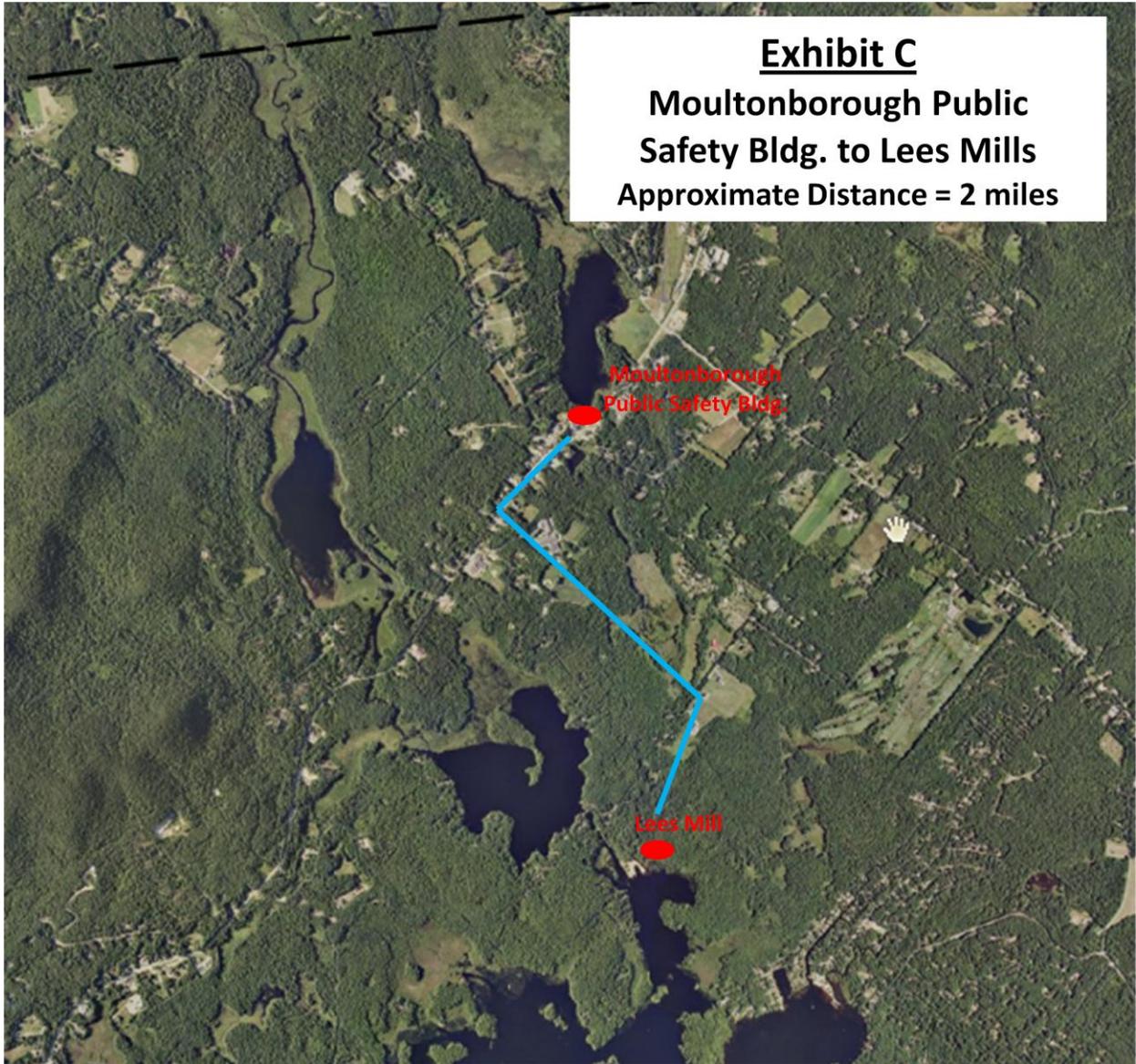


Exhibit C: Picture of Trade In

