

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

**LILLIE FINLEY
PURCHASING-REVENUE MANAGER
OFFICE: (334)705-5121
FAX: (334)705-5128**

BID DATA

BID NUMBER: 16030
COMMODITY TITLE: Fire Extinguisher Maintenance
USER DEPARTMENT: All City Departments
BUYER: Lillie Finley
BUYER TELEPHONE: (334) 705-5121
ISSUE DATE: July 26, 2016

BID OPENING

DAY/DATE: August 22, 2016
TIME: 2:00 PM
LOCATION: City Hall Conference Room
MAILING ADDRESS: City of Opelika
Purchasing Department
PO Box 390
Opelika AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for a **contract to provide Fire Extinguisher Maintenance** as per the attached specifications for the City of Opelika. Bids must be received by **2:00 PM on August 22, 2016** at which time they will be opened and read aloud. Late bids will not be considered nor returned.

BIDS MAY BE MAILED TO:
City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

BIDS MAY BE DELIVERED TO:
City of Opelika of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801

**PART ONE
GENERAL TERMS AND INSTRUCTIONS**

SECTION I TERMS AND CONDITIONS

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The equipment furnished under these specifications shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.
- 1.3 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on the specified delivery date.
 - 1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.4 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless otherwise stated in the specifications or proposal.
- 1.5 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceed the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.6 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped and self-addressed envelope with their bid.
- 1.7 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.8 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, 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.

1.9 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).

SECTION II SUBMISSION OF BID

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelope. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department.**
- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidder shall submit with bid, the latest printed literature and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only and shall be used to help determine a product's compliance with specifications.**
- 2.10 No change in work shall be performed without a written change order being prepared and approved by the City of Opelika.

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The bid evaluation will be made on the following criteria:
 - 3.2.1 Bid price
 - 3.2.2 Compliance with specifications
 - 3.2.3 Ability to deliver product or service
 - 3.2.4 Prompt pay discount, if offered, and meeting requirements of **Section 3.4

3.2.5 Availability of warranty service and parts

3.2.6 Delivery date

- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after the receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.6 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, and totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.
- 3.7 Alabama Bid Law allows a Local Preference to businesses located within the City of Opelika when their bid is within 5% of the lowest responsible bid. The City will extend that preference when applicable.
- 3.8 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.9 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United State law.

SECTION IV BILLING AND PAYMENT

- 4.1 The vendor shall submit a correct invoice to:

City of Opelika
Accounting Department
PO Box 390
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
- 4.2.1 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

SECTION V PRICING

- 5.1 All prices shall remain firm for the term of said agreement. Prices shall be listed on price sheet attached.

SECTION VI ADDENDA AND INTERPRETATIONS

- 6.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 6.2 The City is not bound by any oral representations, clarifications or changes made in the written specifications by the City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

SECTION VI CONTRACT PERIOD

- 7.1 Bids submitted in response to this invitation shall be firm for a one-year period. Contract period shall begin immediately upon award and end August 31, 2017. Upon mutual agreements, this contract may be extended for two additional years in one-year increments.
- 7.2 The City may terminate this contract with a thirty (30) day written notice for unsatisfactory service, or inferior product performance.

SECTION VIII INSURANCE

- 8.1 Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the successful bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, comprehensive Automobile Liability insurance, and Workman's Compensation insurance with limits of not less than those set forth below.
 - 8.1.1 Comprehensive General Liability Insurance; Liability limits of a minimum of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
 - 8.1.2 Comprehensive Automobile Liability Insurance: Liability limits of a minimum \$1,000,000.00 any one accident.
 - 8.1.3 Workman's Compensation Insurance: Statutory coverage.
- 8.2 The bidder shall provide the City with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least 30 days' prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder shall provide Certificates of Insurance before commencing work in connection with the contract.
- 8.3 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.
- 8.4 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**PART TWO
SPECIFICATIONS
ITB #16030
FIRE EXTINGUISHER MAINTENANCE**

PURPOSE:

The purpose of these specifications is to describe services, including annual inspections and maintenance for all fire extinguishers throughout the City of Opelika Departments in accordance to NFPA Document 10.

SCOPE:

The bidder shall provide all labor, materials, and equipment necessary to perform services to all fire extinguishers located in various City buildings, facilities, and vehicles. The city estimates approximately 315 extinguishers to be serviced. This is not to be construed as a guarantee, but merely as a good faith estimate.

A thorough examination of extinguishers shall be performed to give maximum assurance that an extinguisher will operate effectively and safely.

All repair or replacement of parts shall be performed as necessary. This includes vehicle-mounted extinguishers, which will be removed from the vehicle for inspection and servicing.

It shall be the successful contractor's responsibility to contact user department for inspection on an annual basis. The City Departments shall provide a list of locations of all extinguishers.

Inspection, service, and maintenance shall be required on an ongoing basis, with annual services conducted under the guide of NFPA #10 (Portable). Contractor shall supply the City with a comprehensive list of extinguishers inspected and/or serviced listing the following:

1. Size and type
2. Location of extinguisher

The contractor shall provide a copy of the inspection to the Purchasing Department.

All repair parts will meet or exceed specifications listed by the manufacturer of the unit being serviced.

A Department of Transportation (DOT) High Pressure Vessel Test Certification is required to perform the hydrotest. Proof of this certification must be available upon request.

The successful vendor shall begin inspection and maintenance on extinguisher within 30 days after contract is awarded.

The bid shall show an inspection cost per unit serviced. However, if the unit inspected needs service, the service price shall prevail, and no inspection fee shall be charged.

Maintenance, servicing, and recharging shall be performed by trained persons having available the appropriate servicing manual(s), the proper tools, recharge materials, lubricants, and manufacturer's

recommended replacement parts specifically listed for use in the extinguisher. The successful bidder shall submit proof of qualifications.

Maintenance decals shall be imprinted with contractor's name, address, area code and phone number, and affixed to extinguisher per NFPA 10.

In addition to the required tag or label, a permanent file record shall be kept for each extinguisher. This file record shall include the following information as applicable.

1. The maintenance dates and name of person or vendor performing the maintenance.
2. The date when last recharged and the name of person or vendor performing the recharge.
3. The hydrostatic retest date and the name of person or vendor performing the hydrostatic test.
4. Description of dents remaining after passing a hydrostatic test.
5. The date of the six-year maintenance for stored pressure dry chemical and halogenated agent types.

**PART THREE
 BID FORM
 ITB #16030
 FIRE EXTINGUISHER MAINTENANCE**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted, within FORTY-FIVE (45) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item delivered at the designated point(s) within the time specified. **PLEASE SUBMIT BIDS IN DUPLICATE AS REQUESTED IN SECTION II, ITEM 2.6.**

ITEM NO.	DESCRIPTION	UNIT COST
1.	ANNUAL INSPECTION FEE	\$ _____
2.	DRY CHEMICAL RECHARGE 2 ½ LB	\$ _____
3.	DRY CHEMICAL RECHARGE 5 LB	\$ _____
4.	DRY CHEMICAL RECHARGE 10 LB	\$ _____
5.	DRY CHEMICAL RECHARGE 20 LB	\$ _____
6.	CO2 RECHARGE 2-1/2 LB	\$ _____
7.	CO2 RECHARGE 5 LB	\$ _____
8.	CO2 RECHARGE 10 LB	\$ _____
9.	CO2 RECHARGE 15 LB	\$ _____
10.	CO2 RECHARGE 20 LB	\$ _____
11.	WATER RECHARGE 2 ½ GAL	\$ _____
12.	FOAM RECHARGE 2 ½ GAL	\$ _____
13.	FIRE HOSE PRESSURE TEST	\$ _____
14.	WATER AND FOAM HYDROTEST	\$ _____
15.	CO2 HYDROTEST 2 ½ - 20 LB	\$ _____
16.	DRY CHEMICAL HYDROTEST 2 ½ - 20 LB	\$ _____
17.	SCBA REFILL	\$ _____
18.	SCBA HYDROTEST	\$ _____
	TOTAL BID	\$ _____

Delivery Information: Delivery shall be made within _____calendar days after receipt of purchase order.

Discounts will be allowed for prompt payment: _____percent, 10 calendar days
_____percent, 15 calendar days
_____percent, 20 calendar days
_____percent, 30 calendar days

COMPANY SUBMITTING BID: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

TYPED NAME AND TITLE OF SIGNER

TELEPHONE

FAX

DATE

FEDERAL ID NUMBER

E-MAIL ADDRESS

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

PHONE NUMBER

FAX NUMBER

ITB: #16030
STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

_____ Specifications are unclear (explain below)

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your proposers list for this commodity or service.

_____ Other (specify below).

REMARKS _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____

PHONE: _____ FAX: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)