



Grants/Contracts Division

## REQUEST FOR INFORMAL BIDS

The City of Durango Colorado, by and through its Grants/Contracts Division, is accepting informal bids for **Fire Extinguisher Service**, in accordance with the terms, conditions, and specifications contained in these documents.

Bidders wishing to participate should ensure they have all addenda prior to submission of bid. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your bid.

This request for informal bids and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing System website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)) then click on Vendor Login or Vendor Registration if you have not already registered. Firms are encouraged to register with RMEPS for all City bid opportunities.

### Questions

Each bidder, before submitting his bid, shall become fully informed as to the extent and character of work required. All questions must be submitted via Rocky Mountain E-Purchasing System website: ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).

**Question Deadline: September 24, 2019 Time: 3:00 p.m. (Local Time)**

(Questions received after the deadline may not be accepted.)

### Submittal Instructions (Reference: Required Submittals Section)

Submittal requirements are outlined in the Submittals Section of the Bid Documents.

### **Project Title: Fire Extinguisher Service**

**Due Date and Time: October 3, 2019 3:00 p.m. (Local Time)**

Deliver Proposals via: Rocky Mountain E-Purchasing Systems, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado).

It is the sole responsibility of the respondent to see that the proposal is received before the submission deadline. Late proposals will not be considered.

All proposals submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposal.

This project is being bid in accordance with the City of Durango Purchasing Policy.

Bob Grogan, Jr  
Buyer, Grants/Contracts Division

Date: August 28, 2019  
Published 8/31 & 9/4, 2019

949 E 2<sup>nd</sup> Ave • Durango CO 81301 • 970.375.4994 •

## I. INVITATION

The City of Durango invites interested, qualified firms, capable of providing the required products and service, to submit bids for Fire Extinguisher Service at various buildings for the City of Durango, Colorado. Service may consist of, but not be limited to, annual inspections, recharging, and/or provision of fire extinguishers.

All work shall be in accordance with the National Fire Prevention Association No. 10 - 1998 or latest edition. Services shall be provided at multiple facilities, located within the City of Durango Colorado.

The Contract shall include the right to purchase new fire extinguishers and accessories as needed.

## II. INSTRUCTIONS TO BIDDERS

1. The anticipated contract period is two (2) years from date of award. All prices shall remain firm for the initial contract period.
2. The City may elect to renew this contract for three (3) additional one-year periods (Years 3, 4 and 5) contingent upon satisfactory performance and available funding. All of the contract terms, including bid price (except for levels of service changes) shall remain the same for the renewal period. Note that financial obligations of the City, payable after December 31, 2019, pursuant to this Contract, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Costs for all services provided under this contract shall remain firm for the first year of the contract. Costs for subsequent years and shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least **ninety (90)** days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract.
4. The City may, after examination, refuse to accept the adjusted price lists if they are not properly documented or increases are excessive. In the event the City does not wish to accept the adjusted price lists and the matter cannot be resolved to the

satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

5. Contractor shall perform all the work and furnish all supervision, labor, materials, equipment and tools necessary or proper for the performance and completion of this Contract.
6. All work shall be done between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, except on holidays observed by the City. No work shall be performed on Saturday, Sundays, or City holidays without the prior written approval of the City.
7. The City, as needed, shall purchase all its normal requirements of fire extinguisher services and new fire extinguisher equipment and accessories from the Successful Contractor. The Contractor is obligated to provide fire extinguisher services and new fire extinguisher equipment and accessories that the City requires for its operation; however, no specific quantities or dollar amounts are guaranteed during the Contract term.
8. In the event of an emergency, notwithstanding the existence of this Contract, the City reserves the right to order fire extinguisher services and new fire extinguisher equipment and associated hardware from any party who can provide such products and services to meet the requirements of the City, without waiving or voiding any of the terms of this Contract.
9. The Successful Contractor shall not use any materials or chemicals which may be a physical or health hazard without the prior written approval of the City. Any requests for approval of any materials or chemicals deemed hazardous shall be submitted with manufacturer's specifications and a completed Material Safety Data Sheet. The definition of hazardous materials includes such physical hazards as compressed gasses, flammable liquids and solids, combustibles, and chemical oxidizers. Also included are such health hazards as carcinogens, irritants, corrosives, sensitizers, and agents which damage the lungs, skin, eyes, or mucous membranes.
10. The Successful Contractor shall remove any accumulation of waste materials or rubbish caused by the Contractor's operations from the facilities immediately upon completion of work. The Contractor shall leave work areas in a condition similar to the condition of the areas before any work was performed.
11. Successful Contractor shall submit monthly invoices for work completed, itemizing charges for service and parts, specified by Building location and or address. Invoice amounts shall be based upon unit costs provided by the Contractor on the Informal Bid Sheet. Invoices shall include Contractor's name,

address and telephone number, invoice number, dates, description of work, unit prices, and amount requested for payment. All invoices will be paid on a net 30.

12. The Successful Contractor shall guarantee all work for a period of one year following final acceptance. During the guarantee period, any serviced fire extinguisher that loses its proper charge shall be repaired and recharged at the expense of the Contractor. Recharging shall be limited to those extinguishers serviced under the six year maintenance, five or twelve year hydro-test, or where the extinguisher was recharged. Any and all work performed under this guarantee shall be subject to the original terms and conditions of the Contract, and shall be completed at no additional cost to the City.

### **III. SCOPE OF SERVICES**

#### **1. Annual Maintenance of Portable Fire Extinguishers**

Annual maintenance shall include inspection of the hose, check for leaks, check gauge, check for proper charge, check for last six-year maintenance date, check for last hydro-testing date, and check the general condition of the extinguisher. All costs associated with the annual maintenance, including all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted on the Informal Bid Sheet.

2. The City shall pay for any and all parts required under this Contract. If any part requires replacement, the Contractor shall replace it and return the removed part(s) to the City. The Contractor shall charge for labor during the installation/replacement of any part during the annual maintenance.
3. The Successful Contractor shall provide replacement portable fire extinguishers of the same size and type for all extinguishers that must be removed from site for any reason other than condemned extinguishers. Upon approval, the City shall provide replacements for all condemned extinguishers. No extinguishers may be removed from site for servicing unless a replacement is provided.
4. The Bidder shall submit unit costs for the purchase of new fire extinguishers. Unit costs shall also include all required inspections, tags/stickers.
5. The numbers and types of extinguishers shown for vehicles and facilities (see Attachment A) are approximate numbers and are intended only to give the Successful Contractor an estimate so that the Contractor can estimate the time needed at each location. The City reserves the right to present additional extinguishers from vehicles and facilities for inspection at each location. Payment will be based on unit prices indicated on the Informal Bid Sheet for each fire extinguisher actually serviced.

6. Each extinguisher shall have a tag securely attached that indicates the month and year that inspections, maintenance, and recharging were performed, indicate the weight (where applicable), and shall identify the person performing the service. Tags shall be suitable to indicate inspections to be performed over at least the next 12 months.

#### **IV. SPECIFIC CONDITIONS**

1. Bid prices shall include travel time for inspections.
2. The Successful Contractor shall coordinate annual maintenance, in advance, with the Facilities and Fleet Manager, 970.375.4909.

#### **V. INSURANCE**

A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

C. Successful Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) – policy limit, and One Million Dollars (\$1,000,000) disease – each employee.

2. Comprehensive General Liability insurance with minimum single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest's provision.

D. The policies required above, except for the Workers' Compensation insurance and Employer's Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

E. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

## **VI. ILLEGAL ALIEN CERTIFICATION**

Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens.

HB 1343 requires certification from the successful contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. While this program is not new, it is unknown to most people doing business with municipalities in the State of Colorado. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs.

An employer must apply to participate in the E-Verify Program over the internet. Following is the website: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> A set of instructions will appear and the applicant should follow those instructions to apply.

Therefore, effective immediately, every Successful Contractor shall be required to:

- 1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Purchasing Agent, and
- 2) Apply to participate in the E-Verify Program with the Division of Homeland Security.

The City will not make payments on any contract until the required form is on file in the office of the Grants/Contracts Division.

## **VII. BIDDER QUALIFICATIONS / AWARD CRITERIA**

In evaluating each bidder, consideration shall be made utilizing the following criteria. Deficiency in any of the areas listed below may be adequate cause for bid rejection.

- A. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- B. The quality of performance of previous contracts or services, either with the City or with other customers.
- C. The cost of the service to the City of Durango

## **VIII. BID SUBMISSION**

- **Bids are to be completed on the form furnished and any exceptions to the**

**specifications must be attached hereto and made a part of the contract.**

- Selected Contractor must have or obtain a current City Business License.
- Selected Contractor must complete a W-9 form (Taxpayer Identification No.).
- The City of Durango is exempt from all local, state and federal taxes.
- The City of Durango reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received and to accept any portion of the bid or all items proposed if deemed in the best interest of the City of Durango.



**City of Durango**  
**Grants/Contracts Division**  
**949 E 2<sup>nd</sup> Avenue**  
**Durango CO 81301**  
**970.375.4994**  
**Fire Extinguisher Service**  
**Opening, 3:00 p.m. (Local Time) October 3, 2019**  
**INFORMAL BID SHEET**

Description	Bid Price
<b><i>New ABC Type Fire Extinguishers:</i></b>	
2-1/2 lb. with vehicle bracket	\$
5 lb. with wall bracket	\$
10 lb. with wall bracket	\$
5 lb. CO2 with wall bracket	\$
10 lb. CO2 with wall bracket	\$
20 lb. CO2 with wall bracket	\$
<b><i>Service Rates</i></b>	
Annual Fire Extinguisher inspections (2-1/2 to 20 lb.) – all facilities listed in Attachment A	\$
Annual Fire Extinguisher inspections (5 to 20 lb.CO2) – some facilities listed in Attachment A	\$
Annual Fire Extinguisher inspections (10 lb. Clean Guard) – some facilities listed in Attachment A	\$
Annual Fire Extinguisher inspections (5 to 20 lb. Halitron ) – some facilities listed in Attachment A	\$
Annual Fire Extinguisher inspections (2-1/2 to 20 lb. Nitrogen) – some facilities listed in Attachment A	\$

**COMPANY NAME** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**Attachment A**

Building	Estimated Quantity					EST TOTAL
	2½ # ABC	5# ABC	10# ABC	20# ABC	Other	as of 7/26/2019
City Hall		3	2		1 - 2½# BC	6
Police Department	2	7	2			11
River City Hall		2	2			4
Service Center		15	11	1		27
Durango Welcome Center		2				2
Cemetery	2	1	1			4
Carnegie Building	1	2	4		2 - 5# BC	9
Mason Center		5			1 - 5# Nitrogen 1 - 10# Nitrogen	7
Lake Nighthorse			2			2
Durango Gymnastics-Bodo Building	3	1				4
Water Treatment Plant		5	3	1	1 - 10# Nitrogen or Clean Guard	10
Wastewater Treatment Plant	1	10	14			25
PD Substation		5				5
Transit Center			5			5
911 Communications Center		5				5
Recreation Center		33			1-10# BC	34
Chapman Ice Rink		6				6
Durango Public Library		3	21		2-2# BC	26
Installed in Vehicles	185					185
Airport	2	13	31	5	6 * See below	57
<b>Totals</b>	<b>196</b>	<b>118</b>	<b>98</b>	<b>7</b>	<b>15</b>	<b>434</b>

\* Other Units at Durango La Plata County Airport include:

20# CO2 – Qty 2  
20# D- Qty 1  
30# D – Qty 1  
5# CO2 – Qty 1  
10# FE36 Clean Guard – Qty 2