



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2017-66

Issue Date: September 21, 2017

Project Name:	Fire Extinguisher Services and Sales		
Quote Due Date/Time:	October 5, 2017, 2:00 PM		
Procurement Analyst:	Kim Randall		
		Phone:	503-742-5443
		Email:	krandall@clackamas.us

**SUBMIT QUOTES VIA EMAIL TO PROCUREMENT@CLACKAMAS.US
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
"RFQ #2017-66" IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at www.clackamas.us/bids/terms.html.

It will be the responsibility of potential Quoters to refer daily to the Bids and Contract Information Page (www.clackamas.us/bids/index.html) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this RFQ.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. SCOPE

The purpose of this RFQ is to hire one or more professional firms to inspect, test, maintain and replace as needed Clackamas County on-site and in-vehicle portable fire extinguishers. Currently the County estimates that there are more than 1300 extinguishers of various sizes and classes in use. The services are for all Clackamas County entities including but not limited to North Clackamas Parks and Recreation District, Clackamas County Service District 1, the Development Agency, Library District, Water Environment Services and other County component units.

The contract will be for a period of three (3) years. Prices during the term of the contract will be fixed.

Locations: All Clackamas County and component unit locations are intended to be covered under the resulting contract.

Portable Fire Extinguishers: Inspect, test, maintain, repair and replace as needed, all Clackamas County fire extinguishers as required by NFPA current standard. Clackamas County has various sizes

and types. Provide hydrostatic testing of pressurized water, dry chemical and carbon dioxide fire extinguishers; recharge exhausted extinguishers and conduct miscellaneous repairs as required; replace wall hook or vehicle brackets as needed. Contractor shall use manufacturer's recommended recharge agent, lubricants, and replacement parts or materials specially listed for use in the fire extinguisher. Maintenance, servicing and recharging shall be performed by trained persons having available the appropriate servicing manuals and the proper tools.

Inspection: Contractor shall inspect fire extinguishers when placed into service. Inspection of fire extinguishers shall include at least the following:

- Location in designated place
- No obstruction to access or visibility
- Operating instructions on nameplate legible and facing outward
- Safety seals and tamper indicators not broken or missing
- Fullness determined by weighing or "hefting"
- Examination for obvious physical damage, corrosion, leakage, or clogged nozzle
- Pressure gauge reading or indicator in the operable range or position
- HMIS label in place.

Contractor shall take immediate corrective action when an inspection of any fire extinguisher reveals a deficiency in any of the conditions listed above.

Contractor shall keep a record on a tag or label attached to the fire extinguisher that provides a permanent record of each inspection.

Maintenance: Contractor shall perform maintenance on fire extinguishers at intervals of not more than once a year, providing the appropriate one year, five year, six year and/or twelve (12) year maintenance services in accordance with Clackamas Fire District #1 and National Fire Protection Association Standards for portable fire extinguishers.

Contractor shall replace fire extinguishers removed from service for maintenance with a fire extinguisher suitable for the type of hazard being protected, and shall be of at least equal rating. These can be pulled from the available inventory of serviceable spares.

Contractor's maintenance procedures shall include a thorough examination of the basic elements of a fire extinguisher as determined below:

- Mechanical parts of all fire extinguishers
- Extinguishing agent of cartridge- or cylinder-operated dry chemical, stored-pressure, loaded stream, and pump tank fire extinguishers.
- Expelling means of all fire extinguishers
- Seals or Tamper Indicators: At the time of the maintenance, the tamper seal of rechargeable fire extinguishers shall be removed by operating the pull pin or locking device. After applicable maintenance procedures are completed, a new tamper seal shall be installed.

Provide immediate repair or replacement of defective parts, including replacement wall hooks and vehicle brackets.

Maintenance Recordkeeping: Each fire extinguisher shall be tagged or a label securely attached that indicates the month and year the maintenance was performed and that identifies the person performing the service.

Recharging: Contractor shall recharge any rechargeable-type fire extinguisher after any use or as indicated by an inspection or when performing maintenance. When performing the recharging, the recommendation of the manufacturer shall be followed.

Hydrostatic Testing: At intervals not exceeding 12 years, the Contractor shall hydrostatically retest all rechargeable fire extinguishers. The hydrostatic test shall be conducted within the calendar year of the specified test interval. In no case shall an extinguisher be recharged if it is beyond its specified test date. Non-rechargeable fire extinguishers shall not be hydrostatically tested but shall be removed from service at a maximum interval of 12 years from the date of manufacturer.

A hydrostatic test shall always include both an internal and external visual examination of the cylinder.

Hydrostatic testing shall be performed by persons trained in pressure testing procedures and safeguards who have suitable testing equipment, facilities, and appropriate servicing manuals available. Hydro-static testing must be performed by technicians certified to test and evaluated low and high pressure systems.

The Contractor shall maintain a permanent record for each cylinder tested.

Emergency Response: Provide 24x7 emergency response, with an emergency call service and sufficient expertise and capacity to respond to any Clackamas County emergency request, and sufficient capacity to respond to requests that are on the scale of possibility given the size of Clackamas County, the variety of systems and volume of equipment.

Compliance with Regulations: All inspections, testing and services shall be done in accordance with all local, state and federal regulations, including but not limited to: Clackamas Fire District #1 requirements, National Fire Protection Association (NFPA) standards for portable fire extinguishers that is in effect and as revised.

All supplies, materials, and chemicals will be new and unused, except Halon (or alternate) which may be reused.

Contract Start-Up: Upon contract execution, Contractor shall meet with Clackamas County Representatives to coordinate contract responsibilities. The Contractor shall obtain from the Clackamas County Representative a listing of all locations and types of equipment for each site. All equipment shall be inspected, tested and serviced as scheduled and proper documentation shall be marked on the equipment. Should equipment require removal from the site for any reason, the Contractor shall coordinate with the Clackamas County Representative to ensure replacement equipment is available, if required.

Travel: Contractor shall travel, as needed or requested, to various Clackamas County locations. Travel shall be included in Contractor's fee for inspection and may not be billed separately.

Reporting Requirements: Contractor will provide reports that include locations, serial number and type of extinguisher. The Contractor shall maintain a Service and Inspection log on all equipment serviced for the duration of the contract and shall provide such logs monthly or upon request from and to the authorized Clackamas County Representative. All inspection forms shall meet the minimum NFPA requirements that are current at the time of test, inspection or maintenance.

The selected vendor shall be required to create a comprehensive data log of all County and component unit extinguishers with key information including, but not limited to: extinguisher make, type, age, serial number, location, inspection and maintenance log, and other key data. The data log may be in created in different systems (Excel, Access, or other inventory type tracking systems) as long as the County has the ability to access, extract and retain the data for its purposes.

Qualifications: Clackamas County requires that all Contractor personnel will have and maintain proper certification of all individuals working on any extinguisher. Clackamas County may request information from the Contractor during the course of the Contract. Clackamas County may request at any time during the contract, proof of certifications that all personnel including subcontractors are

properly certified and/or trained. Some locations throughout the County require that service providers successfully pass a criminal background check prior to being allowed access to the site. Generally the County will escort vendors in lieu of completion of a criminal background check, however, a check of the employees entering the site may be required in some circumstances.

Fees: Quoters are to complete the attached Fee Schedule (or substantially similar) and submit with the Quote. Purchase of new extinguishers from the resulting vendor will be optional if deemed in the interest of the County. The quoted fees must be a fully rolled-up fee for each inspection type. The County will not accept additional ad hoc fees such as dispatch fees, location fees, travel fees, etc. in addition to the rolled-up fee. Quoters are also to provide the labor rates for any repairs or emergency call out services. Any materials or supplies provided by the Quoter will be reimbursable at actual cost plus no more than a ten percent (10%) markup.

3. **Sample Contract**

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <http://www.clackamas.us/bids/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Goods & Services Contract (unless checked, item does not apply)

The following insurance requirements will be applicable.

- ☐ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

4. **Quote**

Quotes should be short and concise with the following information:

- A. Company and staff experience in these types of projects;
- B. Pricing – **Complete the below FEE SCHEDULE or provide something substantially similar;**
- C. Warranty information for any supplied labor or materials;
- D. References; and
- E. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. **Evaluation**

Quotes will be evaluated based on subjective factors including, but not limited to: Company experience, staff experience, pricing, warranty, references, and proposal to complete the inventory (including timeline).

**RFQ #2017-66 FIRE EXTINGUISHER SERVICES
FEE SCHEDULE**

All-inclusive per-unit costs, including: travel, labor, inspection, maintenance, recharge, repair, testing and recordkeeping. *Repair parts are not included.*

Inspection Services (*below represents most style and size extinguishers in the County*)

Type and Class	Size	1 year inspection	6 year inspection 5 year inspection (Class K)	12 year inspection	Recharge
ABC in Vehicles	2.5 lbs	\$	\$	\$	\$
ABC	2.5 lbs	\$	\$	\$	\$
ABC	5 lbs	\$	\$	\$	\$
ABC	8 lbs	\$	\$	\$	\$
ABC	9 lbs	\$	\$	\$	\$
ABC	10 lbs	\$	\$	\$	\$
ABC	6 liter	\$	\$	\$	\$
ABC	15 lbs	\$	\$	\$	\$
ABC	20 lbs	\$	\$	\$	\$
ABC	27 lbs	\$	\$	\$	\$
ABC	150 lbs	\$	\$	\$	\$
A	2.5 lbs	\$	\$	\$	\$
A	20 lbs	\$	\$	\$	\$
BC	5 lbs	\$	\$	\$	\$
BC	10 lbs	\$	\$	\$	\$
K	6 liter	\$	\$	\$	\$
K	20 lbs	\$	\$	\$	\$
CO2	10 lbs	\$	\$	\$	\$
CO2	15 lbs	\$	\$	\$	\$
CO2	20 lbs	\$	\$	\$	\$
Dry Chem	10 lbs	\$	\$	\$	\$
Halon	5 lbs	\$	\$	\$	\$
Halon	9 lbs	\$	\$	\$	\$
Halon	10 lbs	\$	\$	\$	\$
Halon	13 lbs	\$	\$	\$	\$
H2O	27 lbs	\$	\$	\$	\$

Repair Services

Item	Description	Price
Labor		\$
		\$
		\$
		\$
Materials	Percent Markup From Cost	10% maximum markup

Replacement Cost Per Extinguisher – New and unused only – price per each

Fire Class	Numerical Rating	Brand Name	Lab test rating	Manufacturer Cost as of quote due date*	Discount <u>below</u> list	Discounted Cost to Clackamas County
ABC in Vehicles	2.5 lbs			\$	%	\$
ABC	2.5 lbs			\$	%	\$
ABC	5 lbs			\$	%	\$
ABC	8 lbs			\$	%	\$
ABC	9 lbs			\$	%	\$
ABC	10 lbs			\$	%	\$
ABC	6 liter			\$	%	\$
ABC	15 lbs			\$	%	\$
ABC	20 lbs			\$	%	\$
ABC	27 lbs			\$	%	\$
ABC	150 lbs			\$	%	\$
A	2.5 lbs			\$	%	\$
A	20 lbs			\$	%	\$
BC	5 lbs			\$	%	\$
BC	10 lbs			\$	%	\$
K	6 liter			\$	%	\$
K	20 lbs			\$	%	\$
CO2	10 lbs			\$	%	\$
CO2	15 lbs			\$	%	\$
CO2	20 lbs			\$	%	\$
Dry Chem	10 lbs			\$	%	\$
Halon	5 lbs			\$	%	\$
Halon	9 lbs			\$	%	\$
Halon	10 lbs			\$	%	\$
Halon	13 lbs			\$	%	\$
H2O	27 lbs			\$	%	\$

*As manufacturer list prices change, the net price to Clackamas County will automatically change in the same percentage as the discount rate to Clackamas County.

CLACKAMAS COUNTY CERTIFICATIONS
RFQ #2017-66

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 279B.110(2)(3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 28% backup withholding.

SECTION II. NON-DISCRIMINATION

The undersigned hereby certifies that the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFQ.

Firm Name: _____

Date: _____

Signature: _____

Title: _____

Name: _____

Telephone: _____

Email: _____

OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

Oregon Business Registry Number: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to Clackamas County via e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE CLACKAMAS COUNTY BIDS AND CONTRACT INFORMATION WEBSITE (www.clackamas.us/bids/index.html) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time.

Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.

12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ via email, mail or in person; however, no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
7. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
8. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.