

# City of Albany, New York

## REQUEST FOR PROPOSALS FOR THE PROVISION OF FIRE EXTINGUISHER MAINTENANCE SERVICE

RFP No. 2012-09  
July 12, 2012

### SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from licensed service providers to provide fire extinguisher maintenance services in all City-owned buildings. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

### SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed – Fire Extinguisher Maintenance Services" no later than **Thursday, August 2, 2012 at 1:00 p.m.** at the following address:  
  
Micheline C. Wojton, Esq.  
Assistant Corporation Counsel  
City Hall - Room 106  
24 Eagle Street  
Albany, New York 12207
- 2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

- 2.6 The City of Albany reserves the right to award the contract, in whole or in part, to one or more firms and individuals.
- 2.7 Any award of the fire extinguisher maintenance service work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

**SECTION 3: QUALIFICATIONS OF PROPOSER:**

- 3.1 Each proposer shall provide a statement of qualifications including:
- a. A brief history and description of the proposer submitting the proposal.
  - b. Proposer shall assign a trained, licensed technician(s) to provide the services requested in this RFP, trained in providing portable fire extinguisher maintenance, servicing, testing and recharging. The technician(s) assigned to this engagement shall have the appropriate servicing manuals, proper type of tools, recharge materials, lubricants, expellants, and manufacturer's recommended replacement parts specially listed for use in the extinguisher. Proposer shall submit proof of qualifications. A Department of Transportation (DOT) High Pressure Vessel Test Certification is required to perform the hydrotest. Proof of this certification must be submitted at time of bid submission.
  - c. At least three (3) references, including addresses and telephone numbers.
  - d. A summary of proposer's general experience in providing inspection, maintenance, repair and recharging of portable fire extinguisher services, and a summary of proposer's specific experience in providing the services requested herein to municipalities similar to the City of Albany, New York.
  - e. Any additional information which would serve to distinguish the proposer from other proposers submitting proposals such as examples of work on projects similar to the services contemplated by this RFP, any special expertise or experience of the proposer, etc.
- 3.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all

information and data for this purpose as may be subsequently requested by the City of Albany.

**SECTION 4: SCOPE OF SERVICES:**

- 4.1 Conduct an inventory of current extinguishers in all City-owned buildings to determine if current size and type meet applicable criteria of the Fire Code of New York State & National Fire Protection Association (NFPA) 10.
- 4.2 Conduct a thorough examination of extinguishers to give maximum assurance that each extinguisher will operate effectively and safely. All repair or replacement of parts shall be performed as necessary. This includes vehicle-mounted extinguishers from City vehicles for inspection and servicing.
- 4.3 Determine if additional extinguishers are needed in each location to ensure that each portable fire extinguisher is fully inspected, tested, tagged, recharged and functionally serviced during a specified annual period to ensure ongoing operational readiness of all units at all locations.
- 4.4 All known deficiencies affecting extinguishing efficiency at any location shall be identified and reported in writing to the appropriate City Department upon completion of inspection at each location. Contractor's report shall include the type, capacity, serial number, and location of the deficient unit(s). Contractor's technicians shall perform maintenance of portable fire extinguishers in accordance with the manufacturer's published service procedures, using only refill extinguishing agents listed on the container and/or as recommended by the manufacturer. The Contractor shall notify the City when any unit has been used and/or needs total replacement. Contractor shall not perform maintenance on any portable fire extinguisher if the cost of such repairs will exceed fifty percent (50%) of the list price for the same type of unit with identical capacity without prior approval from the City.
- 4.5 Propose a maintenance schedule so all extinguishers are in compliance with the Fire Code of New York State and NFPA 10. The Contractor shall provide a continuous on-site work force during regular working hours, until completion of scheduled maintenance and inspection of all portable fire extinguishers has been completed. The vendor shall make every effort to prevent interference with the daily activities of the building occupants during the service. For the purpose of this bid, regular working days are defined as between 8:00 a.m. and 5:00 p.m. (or as otherwise mutually agreed by the City and Contractor), Monday through Friday except on City observed holidays. During the annual inspection, or as-needed, the vendor shall pick up and transport any portable fire extinguisher found that requires repair and/or recharging within 24 hours of identification. Unit shall be transported to the vendor's location, serviced, and returned to the original location

within 48 hours of notification. Before transporting any unit, the vendor shall immediately replace the unit with an identical type unit of equal or greater capacity. Replacement units shall be provided by the vendor.

- 4.6 Contractor shall verify that each portable fire extinguisher is fully charged, operable and advise the appropriate City Department if hydrostatic testing is needed. Gauge pressures shall be in operable range. Nozzles, discharge valves, and hoses shall be unobstructed, and lock pins and dated tamper seals shall be in place.
- 4.7 Contractor shall recharge dry chemical portable fire extinguishers if gross weight is less than manufacturer's recommendations.
- 4.8 Halon-type portable fire extinguishers shall be filled only at the request of the City. The Departments may decide to replace this type of unit rather than refill.
- 4.9 Provide a hydrostatic test on each portable fire extinguisher, as required by NFPA 10-2007, Table 5A.
- 4.10 Re-charge extinguishers on an as-needed basis. All recharging shall be performed by the Contractor in compliance with the manufacturer's authorized recharging procedures when regular or multi-purpose dry chemicals are recharged. The extinguishing agent shall be completely discharged, valve assembly removed, O-ring replaced or lubricated, threads and sealing surfaces cleaned, container emptied and then filled with proper (free-flowing) agent, pressurized, sealed and locked. Recharge date shall be marked on tag. Testing shall be in compliance with ANSI/UL 77 and ANSI/UL 299, and NFPA 10-2007. Contractor shall also replace expellant cartridge when required on wheeled dry chemical units.
- 4.11 Maintain the Albany Fire Department inventory of surplus extinguishers stored at Engine 11 quarters at 439 New Scotland Avenue, Albany, New York.

4.12 Inspection/Maintenance Tags:

- a. Inspection, service, and maintenance shall be required on an ongoing basis, with annual services conducted under the guide of NFPA #10-2007 (Portable). When existing inspection tags are replaced, the Contractor shall attach approved labels or tags imprinted with the vendor name, address, telephone number, and month and year maintenance was performed on each extinguisher. This tag shall identify the person performing the service, indicate if recharging was performed, and show the date the test was completed, per NFPA 10-2007, edition. All inspection tags to be replaced shall be weatherproof-type tags.
- b. In addition to the required tag or label, contractor shall maintain a permanent file record for each extinguisher. The contractor shall provide a copy of the inspection to the appropriate City Department. This inspection report shall include the following:
  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 maintenance for stored pressure dry halogenated agent types, where applicable.
  6. The date of the maintenance for stored pressure dry chemical and halogenated agent types, where applicable.
- c. Contractor shall supply the appropriate City Department with a comprehensive list of extinguishers inspected and/or serviced listing the following:
  1. Size and type
  2. Serial number of the unit
  3. Location of extinguisher
  4. Date Serviced and Description of Service Provided

4.13 Material Warranty: Parts furnished under this contract shall be the latest improved models in current production, as offered to commercial trade, and shall

be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS ARE NOT ACCEPTABLE. The warranty period for Contractor provided materials shall be for a period of not less than one (1) year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the City. Contractor shall provide the City with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

Performance Warranty: Work performed under this contract shall meet all applicable requirements of the edition of ANSI/UL 77, ANSI/UL 299, NFPA 10-2007. The Contractor shall guarantee all work included in the contract against any defects in workmanship, and shall satisfactorily correct, at no cost to the City of Albany any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

- 4.14 All City Departments and City Authorities shall be authorized to purchase from this contract at the quoted price if they so desire.

**SECTION 5: WORK PROPOSAL**

- 5.1 Address the Scope of Services referenced in Section 4 above, including a detailed work plan and statement outlining the contractor's general approach to services to be provided and how the requirements/scope of services will be met.

**SECTION 6: COST PROPOSAL:**

- 6.1 Provide the fees which you propose to charge for the services requested in Section 4 above. Contractor shall provide pricing for all items listed in Attachment "A" (Price Sheet). If the unit inspected needs service, the service price shall prevail, and no inspection fee shall be charged.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.
- 6.3 The selected proposer shall submit itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the City of Albany in order to process payment. Invoices shall be submitted to each respective City Department or City Public Authority responsible for payment. All City Departments and City Public Authorities shall be authorized to purchase from this Contract.

**SECTION 7: CONTRACT:**

- 7.1 The selected proposer(s) will be required to execute a written contract with the City of Albany. The initial term of the contract will be two (2) years. The City shall have the option to extend the contract for two (2) additional one (1) year terms upon budget approval. Notwithstanding the foregoing, the City reserves the right to terminate the contract at any time, with or without cause, upon (30) thirty days written notice to the selected proposer.

**SECTION 8: PROPOSAL EVALUATION:**

- 8.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 8.2 Proposals shall be examined and evaluated by the City of Albany to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:
- \* Proposer’s demonstrated capabilities, professional qualifications, and experience in providing fire extinguisher maintenance services.
  - \* The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
  - \* Total proposed cost.
  - \* Completeness of the proposal.
- 8.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

**SECTION 9: ALTERNATIVES:**

- 9.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

**SECTION 10: INDEMNIFICATION:**

- 10.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney’s fees) arising out of, or in consequence of, any

negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

**SECTION 11: SPECIFICATION CLARIFICATION:**

11.1 All inquiries with respect to this Request for Proposals shall be directed to:

Michelina C. Wojton, Esq.  
Assistant Corporation Counsel  
City Hall - Room 106  
24 Eagle Street  
Albany, New York 12207

11.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 11.1. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

**SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

12.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

**SECTION 13: INSURANCE AND SECURITY REQUIREMENTS:**

13.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

(c) **Automobile Liability Insurance:** A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.

13.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

(a) The City of Albany is named as an additional named insured on a primary and non-contributing basis.

(b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.

(c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.

13.3 No work shall commence under the contract until the selected proposer has delivered to the City of Albany or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

#### **SECTION 14: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT**

14.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages that follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE**  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)  
(printed name and title)

\_\_\_\_\_  
(name of firm)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he/she is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_