

REQUEST FOR QUOTES (RFQ) #2019-39

Issue Date: August 22, 2019

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| Project Name: | Fire Extinguisher Services and Sales – Klamath Falls, OR; Wilsonville, OR; and Scappoose, OR Campuses | | |
| Quote Due Date/Time: | Tuesday, September 3, 2019, 1:00 PM | | |
| Optional Walkthrough: | Please contact the Project Coordinators listed below to schedule walkthrough. | | |
| Project Coordinator: | James Lake (Klamath Falls) | Phone: | 541-885-1693 |
| | | Email: | James.Lake@oit.edu |
| Project Coordinator: | Trish Hower (Wilsonville and Scappoose) | Phone: | 503-821-1291 |
| | | Email: | Trish.Hower@oit.edu |
| Contract Coordinator: | Leticia Hill | Phone: | 541-885-1133 |
| | | Email: | Leticia.Hill@oit.edu |

SUBMIT QUOTES VIA EMAIL TO PURCHASING@OIT.EDU OR MAIL/HAND DELIVERY TO THE ABOVE KLAMATH FALLS ADDRESS TO LETICIA HILL

PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE “2019-39” IN THE SUBJECT LINE

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for thirty (30) days from the Quote Due Date/Time. All payments for services will be paid in accordance with Oregon Revised Statute (ORS) 293.462. Quotes received after the Quote Due Date/Time indicated above may not be considered. If authorized in this RFQ, resulting contract, travel, and other expenses will only be reimbursed in accordance with the Oregon Institute of Technology (“Oregon Tech”) Contractor’s Travel Reimbursement Policy in effect at the time the expense is incurred.

It will be the responsibility of potential Quoters to refer daily to the Public University Procurement Website (www.orpu.org) to check for any available addenda, response to clarifying questions, cancellations, or other information pertaining to this RFQ.

2. SCOPE

The purpose of this RFQ is to hire a professional firm for inspection, testing, maintenance and optional replacement of Oregon Tech on-site portable fire extinguishers. The initial contract will be for a period of five years with the option for annual renewals thereafter upon mutual agreement of the parties. The services are for Oregon Tech’s Klamath Falls, Wilsonville, and Scappoose, Oregon Campuses.

Portable Fire Extinguishers: Inspect, test, maintain, repair and replace as needed, all Oregon Tech fire extinguishers as required by NFPA current standard. Oregon Tech 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 Klamath Falls Fire Department, Tualatin Valley Fire District 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 rest 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 rest 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 Oregon Tech emergency request, and sufficient capacity to respond to requests that are on the scale of possibility given the size of the Oregon Tech, the variety of systems and volume of equipment.

Compliance with Regulation: All inspections, testing and services shall be done in accordance with all local, state and federal regulations, including but not limited to: City of Klamath Falls Fire Department Requirements, Tualatin Valley Fire District, and National Fire Protection Association (NFPA) 10 Standard 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 Oregon Tech Representatives to coordinate contract responsibilities. The Contractor shall obtain from the Oregon Tech Representative a listing of all sites 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 Oregon Tech Representative to ensure replacement equipment is available, if required.

Travel: Contractor shall travel, as needed or requested, to various Oregon Tech locations. Travel shall be at Contractor's cost and not 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 Oregon Tech Representative. All inspection forms shall meet the minimum NFPA requirements that are current at the time of test, inspection or maintenance.

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

Fees: Contractor is to complete the attached Fee Schedule and submit with Quote.

3. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;

- B. Pricing – Complete the included fee schedule;
- C. Warranty information;
- D. References; and
- E. Any additional information that Oregon Tech should take into consideration for the project or qualifications.

4. EVALUATION

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

**OREGON INSTITUTE OF TECHNOLOGY
CERTIFICATION
RFQ #2019-39**

Each Quoter must read, complete, and submit a copy of this Oregon Institute of Technology Certification ("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 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the entity is not in violation of any Oregon Tax Laws. For purposes of this Certification, "Oregon Tax Laws" means a state tax imposed by the Oregon Revised Statutes (ORS) 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject entity to 28% backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women, or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to Oregon Tech Policy 580-061-0030(3).

SECTION III. 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);
2. Are an authorized representative of the Quoter;
3. 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
4. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and quote.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Name (Type or Print): _____ Telephone: _____

Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and certification #)

Minority: _____ Women: _____ ESB: _____

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

Minority: _____ Women: _____ ESB: _____

OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Tech Policy 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 Oregon Tech's office 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 Oregon Tech 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 PUBLIC UNIVERSITY PROCUREMENT WEBSITE (www.orpu.org) 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 ADDENDUMS 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 Oregon Tech 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 Oregon Tech.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Oregon Tech 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 Oregon Institute of Technology Goods and Services Contract may result in quote rejection.
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 Oregon Institute of Technology Goods and Services Contract (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 Oregon Tech prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Oregon Tech Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via email, mail,

or in person, but no oral, fax, 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, Oregon Tech 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 Oregon Tech 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 Oregon Tech 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 thirty (30) days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Oregon Tech 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. Oregon Tech may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Oregon Tech reserves the right to reject any quote or to reject all quotes at any time prior to Oregon Tech's execution of a contract if it is determined to be in the best interest of Oregon Tech to do so.
- 6. METHOD OF AWARD:** Oregon Tech reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Oregon Tech.
- 7. QUOTE REJECTION:** Oregon Tech 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 appointment.

**RFQ #2019-39 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.

| Type and Class | Size | 1 year inspection | 6 year inspection 5 year inspection (Class K) | 12 year inspection | Recharge |
|----------------|---------|-------------------|---|--------------------|----------|
| ABC | 2.5 lbs | \$ | \$ | \$ | \$ |
| ABC | 5 lbs | \$ | \$ | \$ | \$ |
| ABC | 10 lbs | \$ | \$ | \$ | \$ |
| ABC | 20 lbs | \$ | \$ | \$ | \$ |
| ABC | 30 lbs | \$ | \$ | \$ | \$ |
| Halon | 5 lbs | \$ | \$ | \$ | \$ |
| Halon | 10 lbs | \$ | \$ | \$ | \$ |
| D | 30 lbs | \$ | \$ | \$ | \$ |
| A | 20 lbs | \$ | \$ | \$ | \$ |
| K | 20lbs | \$ | \$ | \$ | \$ |
| CO2 | 10 lbs | \$ | \$ | \$ | \$ |
| CO2 | 15 lbs | \$ | \$ | \$ | \$ |
| CO2 | 20 lbs | \$ | \$ | \$ | \$ |
| CO2 | 30 lbs | \$ | \$ | \$ | \$ |

Replacement Cost per extinguisher – New and unused only – price per each

| Fire Class | Numerical Rating | Brand Name | Lab test rating | Manufacturer Cost as of bid due date* | Discount below list | Discounted Cost to Oregon Tech |
|------------|------------------|------------|-----------------|---------------------------------------|---------------------|--------------------------------|
| ABC | 2.5 lbs | | | \$ | % | \$ |
| ABC | 5 lbs | | | \$ | % | \$ |
| ABC | 10 lbs | | | \$ | % | \$ |
| ABC | 20 lbs | | | \$ | % | \$ |
| ABC | 30 lbs | | | \$ | % | \$ |
| Halon | 5 lbs | | | \$ | % | \$ |
| Halon | 10 lbs | | | \$ | % | \$ |
| D | 30 lbs | | | \$ | % | \$ |
| K | 20lbs | | | \$ | % | \$ |
| CO2 | 10 lbs | | | \$ | % | \$ |
| CO2 | 15 lbs | | | \$ | % | \$ |
| CO2 | 20 lbs | | | \$ | % | \$ |
| CO2 | 30 lbs | | | \$ | % | \$ |

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