

LEGAL NOTICE FOR REQUEST FOR BIDS
LOVINGTON, NEW MEXICO

FIRE EXTINGUISHER INSPECTION AND MAINTENANCE
CITY OF LOVINGTON
DUE DATE: JANUARY 6, 2015

The City of Lovington, New Mexico will accept sealed bids in the Finance Department, 214 S. Love St., Lovington, New Mexico for Fire Extinguisher Inspection and Maintenance. The contract term will be for three years. Bids will be accepted until 2:00 p.m. (MST), January 6, 2015. Specifications and bid forms are available at the Office of the City Manager Administrative Assistant at Lovington City Hall or at www.lovington.org under "Procurement".

Bids should be delivered in a sealed envelope, addressed and delivered to Lovington City Hall, 214 S. Love St., Lovington, NM 88260. Please mark the outside of the envelope "FIRE EXTINGUISHERS". It is the offeror's responsibility to see that the bid arrives on time. Late proposals, faxes, and emails will not be accepted. Telephone proposals will not be accepted.

James R. Williams, City Manager

Publish in Lovington Leader: December 20, 2014



City of Lovington

Bid Form

Fire Extinguisher Inspection and Maintenance

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NUMBER _____

EMAIL _____

BID AMOUNT:

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

Type and Class	Size	Annual Inspection	Hydrostatic Testing
Water Class A	2 ½ gallon	\$	\$
FFFF/FFP Foam	2 ½ gallon	\$	\$
Carbon Dioxide Class B/C	5 lbs.	\$	\$
Carbon Dioxide Class B/C	10 lbs.	\$	\$
Carbon Dioxide Class B/C	20 lbs.	\$	\$
Dry Chemical Class A/B/C	2 ½ lbs.	\$	\$
Dry Chemical Class A/B/C	5 lbs.	\$	\$
Dry Chemical Class A/B/C	10 lbs.	\$	\$
Dry Chemical Class A/B/C	20 lbs.	\$	\$

Please submit a listing of other extinguishers, not listed above, that may require inspection. Please include the frequency of inspection and the cost of inspection, respectively. This section will not be used in the evaluation to determine the low and best bidder but may be included, as appropriate, in the contract award.

Type and Class	Size	Annual Inspection	Hydrostatic Testing
		\$	\$
		\$	\$
		\$	\$

Replacement cost per extinguisher – new and unused only to include wall mount or vehicle mount – price per each:

Type and Class	Size	Brand Name	Cost
Water Class A	2 ½ gallon		\$
AFFF/FFP Foam	2 ½ gallon		\$
Carbon Dioxide Class B/C	5 lbs.		\$
Carbon Dioxide Class B/C	10 lbs.		\$
Carbon Dioxide Class B/C	20 lbs.		\$
Dry Chemical Class A/B/C	2 ½ lbs.		\$
Dry Chemical Class A/B/C	5 lbs.		\$
Dry Chemical Class A/B/C	10 lbs.		\$
Dry Chemical Class A/B/C	20 lbs.		\$

The City of Lovington reserves the right to waive any irregularities and award, or not award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER _____

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260

Deadline: January 6, 2015 by 2:00 p.m. MST

Fire Extinguisher Inspection and Maintenance Contract

This Contract for Fire Extinguisher Inspection and Maintenance is made effective as of _____, _____, by and between the City of Lovington (hereinafter "City") and _____ (hereinafter "Contractor").

I. SPECIFICATIONS AND SCOPE OF WORK

A. Portable Fire Extinguishers

Inspect, test, maintain, repair, and replace as needed, all City of Lovington fire extinguishers as required by NFPA current standard. The City has various size and types. Provide hydrostatic testing of pressurized water, dry chemical, and carbon dioxide fire extinguishers as needed; recharge exhausted extinguishers and conduct miscellaneous repairs as required.

Contractor shall use manufacturer's recommended recharge agent, lubricants, and replacement parts or materials specially listed for use in the fire extinguisher. Maintenance, servicing, inspections, and recharging shall be performed by trained persons having available the appropriate servicing manuals and the proper tools.

B. Inspection

Contractor shall inspect fire extinguishers when placed into service and once annually. 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.

C. 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 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.

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.

Each fire extinguisher shall have a tag or label securely attached that indicates the month and year the maintenance was performed and that identifies the person performing the service.

D. 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.

E. Hydrostatic Testing

At intervals not exceeding 12 years, the Contractor shall hydrostatically test 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 and provide a copy to the City.

II. Compliance, Reporting, and Qualifications

A. 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 National Fire Protection Association (NFPA) 10 Standards for Portable Fire Extinguishers that is in effect and as revised.

B. Reporting Requirements

Contractor will provide service reports to each department contact person. Reporting shall 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 City official to whom the equipment belongs. All inspection forms shall meet the minimum NFPA requirements that are current at the time of test, inspection or maintenance.

C. Qualifications

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

III. PAYMENTS

The Contractor will provide the City an invoice for all work performed. Prices for services provided by Contractor are provided in Exhibit A.

IV. TERM

The term of this agreement shall be three (3) years, commencing on _____, _____.

V. ACCESS

The City shall provide to Contractor access to the facilities listed either through issuance of keys, providing door codes or access cards, or opening of doors by City employees. The Contractor will be responsible for maintaining the security of the keys, codes, or access cards they are issued.

VI. INSURANCE

Contractor shall maintain general liability in the amount of one million dollars (\$1,000,000) and workers compensation insurance as required by law. The City shall be listed as an additional insured on the Contractor's general liability policy.

VII. INDEMNIFICATION

The Contractor agrees to release, indemnify, defend and hold harmless the City of Lovington, its officers, agents, volunteers, and employees from any and all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against City of Lovington that result from the acts or omissions of the Contractor and/or the Contractor's employees, agents, or representatives.

VIII. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- A. The failure to make a required payment when due.
- B. The insolvency or bankruptcy of either party.
- C. Theft or misappropriation of City or Facility occupant(s) property.
- D. Failure to adequately provide services.

IX. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. However, all obligations of Contractor in the paragraphs regarding Insurance, Indemnification and Warranty shall survive the termination of this Contract.

X. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

XI. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provisions of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XII. AMENDMENT

This Contract may be modified or amended only in writing, which shall include the signature of both parties.

XIII. GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of New Mexico.

XIV. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

XV. NOTICES

All notices to be given with respect to this contract shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

City: City Manager
City of Lovington
214 S. Love
Lovington, NM 88260

Contractor:

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

CITY OF LOVINGTON, NEW MEXICO

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CONTRACTOR

EXHIBIT A

Contractor Prices for Fire Extinguisher Replacement, Parts, Services, Inspections, Testing, Related Labor Cost

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

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CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.

Signature

Date

Title (position)

BID FORM
Resident / Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

- I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.