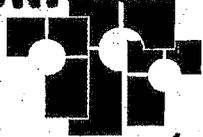


**CITY CLERK
ORIGINAL**

GLENDAL

C-7969
09/18/2007

RFQ # 07-58

This Request for Quotation awarded on September 18, 2007, between Southwest Fabrication, LLC and the City of Glendale is made pursuant to the terms, conditions and specifications in Request for Quotation # 07-58, and in conformance with the City of Glendale Procurement Code.

The term of this Agreement shall be for an 18-month initial period with the option to extend, by agreement between the City and Contractor, for four more one-year periods thereafter for a maximum term of five and one-half years.

This Agreement does not constitute a commitment to purchase on the part of the City of Glendale.

Pricing structure to be as follows:

Welder @ \$60 per hour
Fabricator @ \$60 per hour
Machinist @ \$60 per hour
Service/mobilization/cartage charge @ \$100
Materials markup for contractor's cost @ 10%

This Agreement, including any exhibits and subordinate documents attached to or referenced in this Agreement, shall constitute the entire Agreement between the City of Glendale and Contractor with respect to the subject matter.

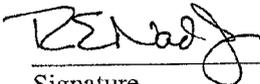
Insurance Certificates, if applicable, shall be returned with this signed Agreement. Please refer to pages 6-7 for insurance requirements. It is recommended that you forward those pages to your insurance company to ensure compliance with the City's requirements.

No provision of this Agreement shall be deemed waived, amended or modified by any party hereto, unless such waiver, amendment or modification is in writing and signed by an authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

CITY OF GLENDALE

Contractor: Southwest Fabrication LLC

By: 

Signature

Raymond Nader

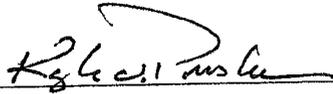
Print

Contract Analyst

Title

September 18, 2007

Date

By: 

Signature

KYLE J. PRESLER

Print

CONTROLLER

Title

9/25/07

Date



CITY OF GLENDALE

MATERIALS MANAGEMENT

REQUEST FOR QUOTATION

QUOTATION NUMBER: 07-58
DESCRIPTION: Welding Services
DUE DATE: AUGUST 14, 2007 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified will be received by the City of Glendale, Materials Management until the time and date cited.

Offers shall be submitted to the email address for the individual indicated below as the contact for questions regarding General Terms and Conditions. FAX offers are not acceptable.

OFFERORS ARE STRONGLY ENCOURAGED TO READ CAREFULLY THE ENTIRE QUOTATION.

For questions regarding
General Terms and Conditions contact:
Ray Nader, CPPB
Contract Analyst
(623) 930-2866
rnader@glendaleaz.com

For questions regarding
Scope or Specifications contact:
William G. Keen
Materials Recovery Facility Supervisor
(623) 930-4726

**SECTION ONE
SPECIFICATIONS**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-58
Welding Services**

1.1 INTRODUCTION

- 1.1.1 The City of Glendale requests quotations from qualified firms or individuals for welding and fabrication services on an "as required" basis.
- 1.1.2 The resulting agreement shall require the contractor to furnish all labor, materials, equipment, tools, supplies, supervisors, and transportation necessary to provide welding services in accordance to the specifications.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 The types of services vary with different tasks. General needs include:
- metal fabrication,
 - mig welding, tig welding, and arc welding,
 - sheet metal work,
 - welding of stainless steel, aluminum and steel,
 - oxy acetylene (gas),
 - and on occasion, a plasma cutter is utilized.
- 1.2.2 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations at all times. Upon completion of the work, the Contractor shall remove all waste materials and rubbish from and around the facility, as well as all tool construction equipment, machinery and surplus materials, and shall clean all building surfaces and leave that area "broom clean."
- 1.2.3 Contractors shall be required to complete work during normal business hours. On occasion, Contractor may be required to perform work during non-working hours or on weekends or holidays. All repairs including after hours work must be approved by the contract administrator, or his designee. The Contractor shall invoice at the rate of time-and-a-half based on the regular hourly labor rates cited on the Price Page, Section 4.1.
- 1.2.4 To be considered responsive, contractors must be registered and licensed in the State of Arizona, if such registration or license is normally a requirement. To determine if a license is required, contact the Arizona Registrar of Contractors at (602) 542-1525 or toll free in Arizona (888) 271-9286. If a license is required, contractor shall maintain its license for the duration of this agreement.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 07-58
Welding Services

- 1.2.5 In the event that the work performance of the Contractor is not satisfactory, the Contractor shall be notified and given 24 hours to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to the City. If the Contractor fails to meet this requirement, the City reserves the right to obtain welding services from another source and deduct the cost from any monies due the contractor.
- 1.2.6 Contractor shall complete all work to the satisfaction of the Contract Administrator, which includes the cleanup and removal of all waste generated in the performance of any repairs.
- 1.3 PERSONAL PROTECTIVE EQUIPMENT**
- 1.3.1 Contractor's employees should wear appropriate clothing and PPE for their protection.
- 1.3.2 Neither Walkman-type nor other radios, which may impede hearing or sight, shall be allowed.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-58
Welding Services

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER Email responses only. No paper or fax documents will be accepted. Response to the solicitation shall be in MS Word, Excel, PowerPoint and/or PDF format. Offers submitted in a format (paper or electronic) different from specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.

The offeror shall complete all sections of the solicitation in the format given (ie Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is provided, enter "See Attachment for detail".

Submittal of the offeror, via email, in response to this solicitation shall be construed as the offeror's intent to be bound by any resultant contract.

2.3 PREPARATION OF OFFER PACKAGE Only the following items shall be completed and returned. Failure to include all the items may result in a offer being rejected. Offer packages shall be submitted in the following order:

2.3.1 OFFER SHEET, Section Three

2.3.2 PRICE SHEET, Section Four

2.3.4 QUESTIONNAIRE, Information requested in Section Five

2.3.3 ADDENDUM, Return all addenda

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-58
Welding Services

- 2.5 EVALUATION CRITERIA** The criteria is listed in order of relative importance.
- 2.5.1 COST – 30%**
(Reference Section 4.1)
 - 2.5.2 CAPABILITIES OF FIRM AND STAFF – 25%**
(Reference Section 5.1)
 - 2.5.3 ABILITY TO PROVIDE PARTS AND SERVICE – 25%**
(Reference Section 2.1)
 - 2.5.4 REFERENCES – 20%**
(Reference Section 2.15)
- 2.6 EVALUATION PANEL** Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to the City.
- 2.7 PANEL CONTACT** Proposer shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.8 TERM OF AGREEMENT** The term of agreement for this Bid shall be for an 18-month initial period.
- 2.9 OPTION TO EXTEND** The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 2.10 PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 2.11 FOB POINT** Prices quoted shall be FOB destination to: City of Glendale, AZ.
- 2.12 AWARD** Award will be made on an "all or none" basis. Prices must be shown for each item listed. Quotes submitted without individual item prices listed will be considered as non-responsive and rejected.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 07-58
Welding Services

2.13 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Works' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have a "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. **The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.**

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation Contractor(s) Protective	Statutory
Bodily Injury Contractor(s) Protective	\$1,000,000 each occurrence \$500,000 each accident
Property damage Contractual Bodily Injury	\$500,000 aggregate \$1,000,000 each occurrence
Contractual property damage Contractual property damage	\$500,000 each accident \$500,000 aggregate
Automobile bodily injury & property damage	\$1,000,000 each occurrence

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-58
Welding Services

2.14 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

2.15 REFERENCES Provide with the quote, three letters of reference from companies for whom contractor has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this QUOTE.

2.16 PROCUREMENT CARD ORDERING CAPABILITY It is the intent of the City of Glendale to utilize the City's Procurement Card (i.e. MasterCard/Visa/American Express), to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

SECTION THREE
OFFER SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-58
Welding Services

3.1 **OFFER** Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

[Signature] Authorized Signature CONTROLLER Title
SOUTHWEST FABRICATION, LLC Company's Legal Name Kyle@sw-fab.com Company Email Address
22233 NORTH 23RD AVENUE Address PHOENIX, AZ 85027 City, State & Zip code
623-587-4648 Telephone Number 623-492-0393 Fax Number
Kyle@sw-fab.com Authorized Signature Email Address

For questions regarding this offer: (If different from above)

Contact Name Phone Number Fax Number

Contact Email Address

FEDERAL TAXPAYER ID NUMBER: [REDACTED]

Arizona Sales Tax No. [REDACTED] Tax Rate 8.1%

Bidder certifies it is a: Proprietorship LLC-Partnership Corporation

Minority or woman-owned business: Yes No

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-58
Welding Services

4.1 PRICE

Welder	\$ <u>60.00</u> per hour
Fabricator	\$ <u>60.00</u> per hour
Machinist	\$ <u>60.00</u> per hour
Service/mobilization/cartage charge	\$ <u>100.00</u>
Material markup for contractor's cost	<u>10</u> %

NOTE: ALL RATES INCLUDE supervision, equipment and tools required.

4.2 PROCUREMENT CARD ORDERING CAPABILITY See Section 2. Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

4.4 DISCOUNT/PAYMENT TERMS NET 30 DAYS

SECTION FIVE
QUESTIONNAIRE

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-58
Welding Services

BUSINESS CAPABILITIES

Total number of employees

Total number of welders

Total number of service trucks

Typical equipment on the service truck

Total number of current clients

Number of years in this business