

CITY CLERK
ORIGINAL
GLENDALE

C-8013
09/18/2007

RFQ # 07-61

This Request for Quotation awarded on September 18, 2007, between Arnold Machinery Co and the City of Glendale is made pursuant to the terms, conditions and specifications in Request for Quotation # 07-61, 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:

Preventative maintenance flat rate labor charge @ \$55 plus parts per forklift
Repair labor charge @ \$85 per hour
Trip Charge @ \$95
Material markup for contractor's cost @ 15%

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.

Industrial Certificates, if applicable, shall be returned with this signed Agreement. Please refer to pages 7-8 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: Arnold Machinery Co

By:

Raymond Nader

Signature

Raymond Nader

Print

Contract Analyst

Title

September 18, 2007

Date

By:

David E. Brewer

Signature

David E. BREWER

Print

Customer Service Representative

Title

September 21/2007

Date



CITY OF GLENDALE

MATERIALS MANAGEMENT

REQUEST FOR QUOTATION

QUOTATION NUMBER: 07-61

DESCRIPTION: FORKLIFT MAINTENANCE

DUE DATE: AUGUST 23, 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 CAREFULLY READ 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: 07-61
Forklift Maintenance**

1.1 INTRODUCTION

- 1.1.1 The City of Glendale Materials Recovery Facility (MRF) requests quotations from qualified firms or individuals for industrial forklift preventative maintenance and repair service 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 complete the work in accordance with the specifications.
- 1.1.3 Contractor should identify all costs associated with the performance of preventative maintenance of outside lift equipment. Pricing should incorporate all charges including travel time, actual service time, miscellaneous fees, etc.
- 1.1.4 The MRF is located at 11480 W. Glendale Avenue, Glendale, Arizona.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 Preventative maintenance shall incorporate visual inspection of and the physical operation of all equipment in accordance with safety standards as established for industry forklifts.
- 1.2.2 Preventative maintenance/calibration/inspection shall be performed on all units on a quarterly basis, although services that are more frequent may be requested.
- 1.2.3 All environmental fees shall be included in the preventative maintenance costs.
- 1.2.4 The Contractor shall be responsible for all permits, licenses and taxes, if applicable, at no additional cost to the City.
- 1.2.5 Contractor shall complete all work to the satisfaction of the Contract Administrator, or his designee. 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 services from another source and deduct the cost from any monies due the contractor.

**SECTION ONE
SPECIFICATIONS**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-61
Forklift Maintenance**

- 1.2.6 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."

1.3 EQUIPMENT

- 1.3.1 The MRF currently has the following LPG forklifts in service at the facility.

Qty: 3	Hyster H50XM
Qty: 1	Nissan PL50

1.4 PREVENTATIVE MAINTENANCE

- 1.4.1 Preventative maintenance shall be performed on a quarterly basis.

- covering standard equipment inspection
- Fluid checks, i.e. oil, water (batteries and cooling system), hydraulic, brake system
- Lubrication, i.e. change engine oil and filter, grease unit
- Replace air filter and crankcase breather filters
- Critical points of connection for major hydraulic lines and electrical circuits
- Adjustments, calibrations, tightening, etc.

- 1.4.2 Labor charges for Preventative Maintenance

- The Contractor shall invoice at a flat rate charge for labor on each of the forklifts and shall include all labor, supervision, equipment, travel, incidentals and related items necessary to complete the preventative maintenance of the forklifts indicated in this solicitation.
- Contractors shall be required to complete work during normal business hours between 7:30 a.m. and 4:00 p.m., Monday through Friday, except City holidays.

1.5 LABOR CHARGES FOR MAINTENANCE AND REPAIRS

- 1.5.1 Contractors shall be required to complete work during normal business hours between 7:30 a.m. and 4:00 p.m., Monday through Friday, except City holidays. 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.

**SECTION ONE
SPECIFICATIONS**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-61
Forklift Maintenance**

- 1.5.2 Hourly charges for labor shall include all labor, supervision, equipment, travel, incidentals and related items necessary to complete the repairs of forklifts indicated in this solicitation.
- 1.5.3 Offerors shall submit an explanation of what constitutes a trip or service charge. For example, is a trip charge (mileage, etc.) charged each time a technician makes a visit to the work site? Or when parts are not on the service truck and the technician must return to the shop for such, is there an additional trip charge?

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-61
FORKLIFT MAINTENANCE

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
- 2.3.3 **QUALIFICATIONS**, Section Five
- 2.3.4 **PREVENTATIVE MAINTENANCE PROGRAM**, Section Six
- 2.3.5 **QUESTIONNAIRE**, Section Seven
- 2.3.5 **REFERENCES**, Section Eight
- 2.3.6 **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: 07-61
FORKLIFT MAINTENANCE

- 2.5 EVALUATION CRITERIA** The criteria is listed in order of relative importance.
- 2.5.1 COST – 40%**
(Reference Section Four)
 - 2.5.2 QUESTIONNAIRE – 30%**
(Reference Section Seven)
 - 2.5.3 PREVENTATIVE MAINTENANCE PROGRAM – 30%**
(Reference Section Six)
- 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: 07-61
FORKLIFT MAINTENANCE

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	Statutory
Contractor(s) Protective Bodily Injury	\$1,000,000 each occurrence
Contractor(s) Protective Property damage	\$500,000 each accident
Contractual Bodily Injury	\$500,000 aggregate
Contractual property damage	\$1,000,000 each occurrence
Contractual property damage	\$500,000 each accident
Contractual property damage	\$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: 07-61
FORKLIFT MAINTENANCE

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.

2.16 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: 07-61
FORKLIFT MAINTENANCE**

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.

Printed Name of Authorized Signature

Title

Company's Legal Name

Company Email Address

Address

City, State & Zip code

Telephone Number

Fax Number

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: _____

Arizona Sales Tax No. _____

Tax Rate _____

Bidder certifies it is a: Proprietorship

Partnership

Corporation

Minority or woman-owned business:

Yes

No

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-61
FORKLIFT MAINTENANCE**

4.1 PRICE

Preventative Maintenance Flat Rate Labor charge \$ _____ per forklift

Repair Labor charge \$ _____ per hour

Material markup for contractor's cost for repair work _____ %

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

Trip Charge \$ _____

Explain what constitutes a trip or service charge. For example, is a trip charge (mileage, etc.) charged each time a technician makes a visit to the work site? Or when parts are not on the service truck and the technician must return to the shop for such, is there an additional trip charge?

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.

4.3 DISCOUNT/PAYMENT TERMS _____

SECTION SIX
PREVENTATIVE MAINTENANCE PROGRAM

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-61
Forklift Maintenance

(Refer to Section 1.4)

Firm Name: _____

Describe the quarterly preventative maintenance program.

SECTION SEVEN
QUESTIONNAIRE

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-61
Forklift Maintenance

Firm Name: _____

Total number of employees

Total number of mechanics

Total number of service trucks

Typical equipment on the service truck

Total number of current clients

Number of years in this business

**SECTION EIGHT
REFERENCES**

CITY OF GLENDALE
Materials Management

**Solicitation Number: 07-61
FORKLIFT MAINTENANCE**

Firm Name: _____

The following questions are asked to enable the evaluation panel to assess the qualifications of offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

REFERENCES:

List three Arizona customer for whom you have provided service of a similar scope as this solicitation during the past eighteen months. Include the length of any contracts listed.

Customer Name 1:
Contact Name:
Telephone #:

Customer Name 2:
Contact Name:
Telephone #:

Customer Name 3:
Contact Name:
Telephone #:

EQUIPMENT:

List all equipment you intend to use in the performance of this contract, if applicable.

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-61
FORKLIFT MAINTENANCE

4.1 PRICE

Preventative Maintenance Flat Rate Labor charge per forklift \$ 55.00 plus parts per

Repair Labor charge \$ 85.00 per hour

Material markup for contractor's cost for repair work 15 %

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

Trip Charge \$ 95.00 When tech does not have proper parts or when other repairs are needed. Only one trip charge will be charged on any service calls even if there are multiple truck repairs needed..

Explain what constitutes a trip or service charge. For example, is a trip charge (mileage, etc.) charged each time a technician makes a visit to the work site? Or when parts are not on the service truck and the technician must return to the shop for such, is there an additional trip charge?

No

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.

4.3 DISCOUNT/PAYMENT TERMS 0