

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
D.H. PACE COMPANY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 17 day of August, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and D.H. Pace Company, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 6, 2016, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Repair, Replacement and Preventative Maintenance of Doors and Gates Contract, Contract No. ADSP016-136735 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 6, 2016, until the date the contract expires on June 9, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond June 9, 2021. The initial period of this Agreement, therefore, is the period

from the Effective Date of this Agreement until June 9, 2017. The City Manager or designee, however, may renew the term of this Agreement for five (5) one-year periods until the Cooperative Purchasing Agreement expires on June 6, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed ~~forty-five thousand~~ ^{forty-five thousand} dollars (\$45,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2621

and

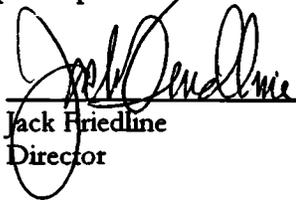
D.H. Pace Company, Inc.
c/o Michael Waldron
616 W. 24th Street
Tempe, AZ 85282

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By:



Jack Friedline
Director

"Contractor"

D.H. Pace Company, Inc.,
a Delaware corporation

By:



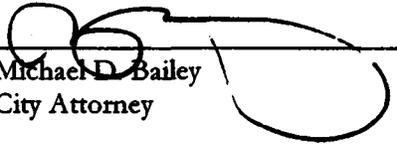
Name: Michael Waldron
Title: Sr. Vice President

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
D.H. PACE COMPANY, INC.**

**EXHIBIT A
REPAIR, REPLACEMENT AND PREVENTATIVE MAINTENANCE OF DOORS AND
GATES**

**LINKING AGREEMENT
BETWEEN
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AND
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**EXHIBIT B
Scope of Work**

PROJECT

Repair, replacement and preventative maintenance of doors and gates for the Fleet Management Division of the Public Works Department.



Master Blanket Purchase Order ADSP016-136735

Header Information

Purchase Order Number:	ADSP016-136735	Release Number:	0	Short Description:	Repair, Replacement and Preventative Maintenance of Doors and Gates
Status:	3PS - Sent	Purchaser:	Jay Banna	Receipt Method:	Quantity
Fiscal Year:	2016	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	06/06/2016 01:16:39 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Pcard Enabled:	No
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$223.00
Catalog ID:		Contact Instructions:	Jay Banna at Jay.Banna@azdoa.gov or (602) 542-6042		
Master Blanket/Contract End Date (Maximum):	06/09/2021 05:00:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					

PO External Doc Type: None

Agency Attachments: PO Terms & Conditions RFP part 2 of 2 Copy of Exhibit A - Pricing RFP part 1 of 2 Solicitation Amendment 1 Procurement File BAFO Determination 1 Determination of Award Confidentiality Determination - Approved Confidentiality Determination - Denied Discussions Applied Rite Discussions Dependable Discussions DH Pace Discussions DH Pace Contract DH Pace Final-2.pdf DH Pace Contact Information-1.pdf OSHA Certificate of Insurance-28.pdf Auto AI.pdf Auto Waiver of Subrogation .pdf GL 2033 AI end..pdf GL WOS.pdf WC WOS.pdf

Vendor Attachments: RFP Part 1 of 2 Attachment A Solicitation Amendment 1 - DH Pace Proprietary and Confidential - DH Pace Training Matrix - DH Pace DH Pace AZ ROC Licenses DH Pace AZ ROC License # 2 DH Pace AZ ROC License # 3 DH Pace Corporate Report DH Pace Line Card DH Pace Brochure # 1 DH Pace Brochure # 2 DH Pace Brochure # 3 DH Pace Brochure # 4 DH Pace Brochure # 5 PM Checklists Service Tickets BAAN Item Master Price List RFP Part 2 of 2 - DH Pace Bid Submission Exhibit A Pricing Best and Final Offer - Revised Exhibit A Pricing Written Best and Final Offer Negotiation Summary Customer Surveys - Non Confidential Written Best and Final Offer Negotiation Summary - Customer Survey Revision

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000007015 - DH PACE COMP INC
Rick Martin
616 W 24th St
Tempe, AZ 85282
US
Email: commercialservice@dhpac.com
Phone: (480)968-3667

Payment Terms: Net 30
Shipping Method:
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Prepaid

PO Acknowledgements:

PO Acknowledgements:	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to commercialservice@dhpac.com at 06/09/2016 04:56:22 PM	
Change Order 2	Emailed to commercialservice@dhpac.com at 06/10/2016 07:47:03 AM	06/10/2016 08:19:11 AM
Change Order 3	Emailed to commercialservice@dhpac.com at 06/14/2016 10:56:45 AM	06/14/2016 10:58:09 AM
Change Order 4	Emailed to commercialservice@dhpac.com at 06/15/2016 10:20:50 AM	06/15/2016 02:33:33 PM
Change Order 5	Emailed to commercialservice@dhpac.com at 06/27/2016 06:27:04 AM	06/27/2016 10:11:26 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000007015	PZ000007015	DH PACE COMP INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/09/2016 **Master Blanket/Contract End Date:** 06/09/2017
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$39,245.36	\$0.00



Request for Proposal

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

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Description: Repair, Replacement and Preventative
Maintenance of Doors and Gates

NOTICE SOLICITATION NUMBER: ADSP016-00006105

DESCRIPTION:

The State of Arizona is seeking requests for sealed proposals from qualified firm(s) to furnish and provide all labor, material, transportation, and equipment necessary for diagnosing, repair and/or replacement of various doors and gates.

DUE DATE AND TIME: Offers shall be received until 3:00:59 p.m. MST, Wednesday, March 9, 2016.

SUBMITTALS: Sealed offers in response to this solicitation shall be submitted within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). The due date and time are indicated in ProcureAZ as the Bid Opening Date. Late submittals will not be considered. Offers received by the due date and time will be electronically opened. Offers submitted outside of ProcureAZ, or those that are received after the due date and time, shall be rejected.

Prospective Offerors should read the RFP in its entirety before submitting Offers to ensure that all requirements in the RFP are understood. RFP Part 1 of 2 is comprised of the Scope of Work, Special Instructions to Offerors, Uniform Instructions to Offerors, Special Terms and Conditions, and Uniform Terms and Conditions. RFP Part 2 of 2 contains the Submittal Forms that should be submitted as the Offeror's response.

Offerors shall copy and save ProcureAZ attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately renamed Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the attachments.

SOLICITATION REQUIREMENTS:

QUESTIONS: Inquiries regarding the solicitation are required to be submitted online through ProcureAZ using the Q&A tab.

Pre-Offer Conference (See Special Instructions to Offerors, Inquiries)	A Pre-Offer Conference will not be scheduled.
Submittal of an exception or to request a substitution to the solicitation.	See Uniform Instructions to Offerors, Section B-4, Timeliness
Submittal of a question or clarification regarding this solicitation on the ProcureAZ Q&A tab	See Special Instructions to Offerors – Inquires: All questions shall be received no later than seven (7) days prior to the Bid Opening Date.
Submittal of the Offeror's proposal in ProcureAZ (See Special Instructions to Offerors – Submission Offer)	Refer to ProcureAZ – Bid Opening Date

ProcureAZ tutorials/quick reference guides are accessible on the ProcureAZ website <https://procure.az.gov>, the ProcureAZ helpdesk staff is available at 602-542-7600 or by email at procure@azdoa.gov.

Persons with a disability may request a reasonable accommodation by contacting the Procurement Officer identified in ProcureAZ. Requests should be made as early as possible to allow time to arrange the accommodation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



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Maintenance of Doors and Gates

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Description: Repair, Replacement and Preventative Maintenance of Doors and Gates

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Scope of Work

1.0 Purpose

The State of Arizona State Procurement Office invites proposals from firms and individuals for Repair, Replacement and Preventative Maintenance of Doors and Gates. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members (hereinafter referred to as Eligible Agencies) may acquire these products and services.

The Contractor(s) shall provide all labor, material, transportation, and equipment necessary to diagnose, repair, provide preventative maintenance and/or replacement of any door or gate for an eligible agency (no matter the type of door or gate) in which the eligible agency determines to be in need of service(s).

2.0 Definitions

Actual Parts Manufacturer. A manufacturer of equipment parts supplied direct to original equipment manufacturers for incorporating into the production equipment and/or resale as replacement parts. The original equipment manufacturer is the actual parts manufacturer for those parts produced solely by it.

Consumable Products. Products that are depleted or degraded while directly performing the services required by this Contract.

Drive time. An hourly labor rate paid to compensate the primary worker along with any additional helpers for their time spent traveling between the Contractor's facility and the service location.

Emergency Repair. This is a priority designator that places this project above all others. A project with an "emergency" designator is to be given necessary resources until completed.

Facilities Maintenance Coordinator (FMC). The individual responsible for the department surveillance of the work in accordance with the contract. The FMC communicates with the Contractor on needed services and repairs. The FMC will participate in periodic quality inspections. The FMC will contact the Contractor to request a repair or service.

Helper. A Helper is defined as an additional experienced worker that is necessary to assist the Lead Man in responding to and performing the scope of the service request. If two (2) Lead's respond in the same vehicle and perform the scope of the service, the second man will be classified as a "Helper" for the purpose of chargeable rates. Contractor will utilize the assistance of the Helper (as determined by the Contractor) to perform the scope of the service and complete the work in a safe manner. Helpers have separate line items for their labor rates.

Original Equipment Manufacturer. The manufacturer of the complete production equipment whether assembled from parts of its own manufacturer or from parts or components furnished by other manufacturers or a combination of both.

Preventive Maintenance (PM). That service performed by the Contractor on a scheduled basis, which is designed to keep the equipment/systems in proper operating condition. It includes a verification of proper tolerances (tightness, fluid levels, voltages, etc.), and adjustments or other actions as necessary and appropriate in accordance with the manufacturer's maintenance specifications and as authorized in the work order.

Rework. To work again or to work again an additional time.



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Maintenance of Doors and Gates

Trip Charge. A fee paid by the eligible agency to compensate the Contractor for the distance (per mile) and drive time traveled by their employees for round trips greater than 50 miles, starting from the closest Contractor facility or the closest stationed technician dispatched to the job site, whichever is the shortest distance per the definition of "Chargeable Travel."

Chargeable Travel. The Contractor shall charge the eligible agency the shortest most favorable travel distance pricing associated with the per man hour drive time labor rate and mileage rate for services performed outside of the fifty (50) mile radius starting from the closest Contractor facility or the closest stationed technician dispatched to the Service Call job site, whichever is the shortest distance.

Vehicle Mileage Reimbursement Rate. The Vehicle Mileage Reimbursement Rate will be charged in accordance to the State of Arizona Travel Policy (currently 44.5 cents per mile) for round trips exceeding fifty (50) miles starting from closest Contractor facility or the closest stationed technician to be sent to the job site, whichever is the shortest distance.

Quality Control. Those actions taken by the Contractor to control the production of services so that they meet the requirements of the contract.

Quality Control Inspection (QC). Those actions taken by FMC to check maintenance and repair services to determine if they meet contract requirements.

3.0 General Requirements

3.1 WORK ORDERS

- A. The Facilities Maintenance Coordinator (FMC) will issue a work order to diagnose, repair and/or replace doors and gates on an as needed basis.
- B. When services are required under this contract the FMC will:
 1. Issue service call requests by telephone (emergency, rushed, routine requests) or email (routine or preventative maintenance) and a written work order to the Contractor. At the time of the telephone service call the FMC will advise the Contractor of the nature of the repair request designation as an emergency, rushed, or routine repair. In the event of an emergency or rushed, service call request, the verbal request may be followed by a written work order upon the Contractor arrival onsite.
 2. Issue a work order containing a brief description of equipment deficiency (if known), and type of repair service call (emergency, rushed, or routine repair, preventative maintenance), the time and date of the service call request to the Contractor and the time and date of the Contractors arrival in response to the service call request.
- C. In addition to the inspection of the major deficiencies annotated on the issued work order (if known by the FMC), the Contractor shall perform a thorough inspection of the equipment to identify any other maintenance or repair requirements necessary to restore the equipment to a safe and serviceable condition.
- D. The Contractor must sign the work order, note any additional deficiencies and return it to the FMC with a written cost estimate.
- E. The Contractor shall provide all labor, transportation, material, parts, and equipment required until completion and eligible agency acceptance of the entire work.

3.2 COST ESTIMATES

- A. Upon Contractor receipt of the work order, the Contractor must inspect the equipment and



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prepare a detailed cost estimate prior to performing ANY repair work.

- B. The Contractor shall inspect and disassemble the equipment to a certain extent as practicable in order to prepare the detailed cost estimate.
- C. The Contractor shall prepare the cost estimate within the following time frames:
 - 1. Rushed Repair: As soon as practicable.
 - 2. Routine Repairs/Preventative Maintenance: One (1) working day.
 - 3. Emergency Repair: As soon as practicable.
- D. The Contractor shall prepare a written detailed cost estimate according to the price schedule of the contract and itemizing the following:
 - 1. The per man hour labor rate (HR) category charge to complete the repair, a breakdown of repair part(s) cost, total number of labor hours required to complete the work, and trip charge (if applicable).
 - The Contractor shall provide the manufacturer's standard repair time (if indicated by the manufacturer) for specified types of maintenance and repair services. If the Contractor's estimated time units differ from the manufacturer's standard repair time, the Contractor shall explain the difference in the estimate.
 - If no standard repair times are available, Contractor shall use the actual time spent.
 - 2. Repair parts for the required repairs shall be listed by part number, quantity and respective price less any rebates, based on the applicable manufacturer rebate group.
- E. The Contractor shall provide the FMC a signed work order and the written cost estimate.
 - 1. The FMC will determine if the equipment is economically repairable after receipt of the work order and cost estimate.
 - The FMC shall inform the Contractor to proceed with all or part of the repairs listed on the Contractor's cost estimate by issuing a purchase order or purchasing card payment.
- F. If during the approved repair/maintenance work the Contractor discovers the need for unanticipated work or parts, which could not have been discovered during the initial inspection, an updated cost estimate shall be prepared and forwarded to the FMC for review and approval prior to performing the additional work. If approved, the Purchase Order will be amended to cover these unanticipated repair/maintenance services.
 - 1. The Contractor must receive a signed purchase order or a purchasing card payment to perform any of the additional work.

3.3 RESPONSE TIME

- A. The Contractor shall respond on site to the work order request within the time frames below.

If the Contractor fails to respond to the service call request within the timeframes listed below, the Contractor shall receive reduced compensation for their service call in accordance with the per man hour labor rate scale associated with the actual response time less a twenty (20%) percent discount for the first hour per man hour labor rate.

If the Contractor fails to respond to the routine/repair/preventative maintenance request within the stated timeframe, the Contractor shall provide a 20% discount per day late on the total invoice price for the work.

Late response time penalty fees shall be deducted from by the eligible agency from the vendor's invoice payment as a non-compliance fee. The FMC may choose to waive these penalties at their discretion.



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1. Emergency Service Call Response: **Within a maximum of One (1) hour upon receipt of the service call (Refer to 3.2 B and C).**
 2. Rushed Service Call Response: **Within a maximum of Two (2) hours upon receipt of the service call (Refer to 3.2 B and C).**
 3. Routine Repairs/: No later than One (1) working day upon receipt of service call.
 4. Preventative Maintenance: One (1) working day upon receipt of the purchase order.
- B. Contractor shall perform an onsite response time for Rushed Service Call within two (2) hours for the following regions within fifty (50) mile radius of the Contractor facility or in the event the Contractor has a stationed technician within two (2) hour drive time to the Service Call Site: Three (3) (Coconino, and Yavapai), Four (4) (Pinal, Maricopa, and Gila) and Seven (7) (Pima, and Santa Cruz). (Refer to **REVISED Exhibit A Pricing Sheet**).
- C. Emergency Service response time is one (1) hour for the following regions within fifty (50) mile radius of the Contractor facility or in the event the Contractor has a stationed technician within one hour (1) drive time to the Service Call Site: Three (3) (Coconino, and Yavapai), Four (4) (Pinal, Maricopa, and Gila) and Seven (7) (Pima, and Santa Cruz). The Contractor shall provide the same business day response time for the following regions, to be charged at the Rush Service Call Rate: One (1) (Mohave), Two (2) (Yuma and La Paz), Five (5) (Apache, and Navajo), and Six (6) (Graham, and Cochise).
- D. If the repair during the initial work order service call cannot be completed by the Contractor due to Contractor needing to order a component or part from the manufacturer, the

Target Response Time for maintenance and repair completion is as follows:

- Emergency Repair: Twenty Four (24) hours from the date the Contractor receives the purchase order or a purchasing card payment.
 - Rushed Repair: Twenty Four (24) hours from the date the Contractor receives the purchase order or a purchasing card payment.
 - Routine Repairs/Preventative Maintenance: Five (5) working days from the date the Contractor receives the work order.
- E. If the Contractor cannot finish the repair within the allocated time frame stated in this solicitation target response time(s) for maintenance and repair completion, the Contractor shall provide a written report to the FMC containing the work order number, date when replacement parts or components order was received, status of work, and reason for delay.
1. The Contractor shall provide the written report to the FMC as soon as the Contractor is aware a delay may occur.
 2. Target response times are only subject to change based on mutual agreement between the Contractor and the FMC, taking into account distribution, manufacturing, or transportation on parts and material needed to complete the work requested.

3.4 Misc. Requirements

- A. Doors and Gates may include but are not limited to: Operable doors, Automatic Openers, security overhead doors, sliding doors and operators, sliding and swinging gates, swing doors and operators, rolling garage curtains, barrier arms, rest room doors, handicap doors, unsecured area doors that open with the assist of an operator and all associated electronic and mechanical components with the aforementioned types of doors and gates (Offerors shall list the types of doors and gates they service in **RFP Part 2 of 2**).



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- B. The Contractor shall possess any and all licenses required to perform any of the services discussed within this Solicitation.
- C. When working on-site, Contractor and Contractor's staff shall follow all State work policies, procedures, and standards including, but not limited to:
1. No smoking, eating, drinking, except in designated areas.
 2. Sign-in and present positive identification.
 3. Interact cordially and professionally with State personnel and the public.
 4. Park in assigned locations.
- D. Contractor shall perform all services Monday through Friday between the defined standard business hours from 7:00 a.m. to 6:00 p.m. and may include holidays, weekends, or after the standard hours stated above as requested by the FMC.
1. After Hours – Monday through Thursday between the hours of 6:01 p.m. and 6:59 a.m. and Friday between 12:00 a.m. and 6:59 a.m.
 2. Weekend Hours – Begin Friday at 6:01 p.m. and end Monday at 6:59 a.m.
 3. Holiday Hours – Begin at 12:00 a.m. and end at 11:59 p.m. on the actual day of the holiday. Arizona State Holidays can be found here:
<http://www.theholidayschedule.com/arizona-state-holidays.php>.
- E. Contractor shall provide a single 24-hrs/7 days a week telephone number for receipt of emergency and rushed service call requests and a business email address for routine and preventative maintenance requests. Contractor is fully responsible for routinely checking business email for incoming service call requests.
- F. For each invoice, the Contractor shall provide:
- Itemized list of all materials and equipment used; shall include the manufacturer list price with Contractor associated discount rate(s).
 - Most favorable itemized travel distance, applicable mileage travel reimbursement fee (Refer to Mileage Travel Reimbursement), and each applicable drive time rate fee(s).
- G. The Contractor shall provide the State of Arizona Procurement Officer with electronic copies of Manufacturer List Price Books, including catalogs without applicable Manufacture List Price (BAAN ITEM MASTER). The Contractor shall supply updated electronic catalog copies to the State of Arizona Procurement Officer immediately upon any line item adjustment(s).
- H. If repairs are required during the original manufacturer's warranty or extended warranty period, the eligible agency shall determine the source for repair that is in the best interest of the agency.
- I. The Contractor shall:
1. Meet standard manufacturer's specifications and all OSHA, federal, state, city, county, and authorities having jurisdiction rules and regulations.
 2. Utilize only qualified, trained technicians who have completed a 10-hour or 30-hour class delivered by OSHA authorized trainer(s).
 3. Use parts that meet or exceed ANSI/BHMA standards.
 4. Ensure all parts and installation are in compliance with any applicable egress standards or codes.
 5. Perform all work in accordance with generally accepted industry practice for safe and efficient operation.
 6. Furnish and install all new parts, materials and lubricants which meet or exceed the



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original equipment manufacturer's specifications.

7. Receive eligible agency approval prior to using parts other than those manufactured by the original equipment manufacturer.
8. Remove and legally dispose of all waste generated by the work.
9. Remove all unused material brought on site by the Contractor.
10. Contractor may be held financially responsible for any repairs to existing grounds, ceiling, walls and/or door jams that may be damaged during their installation or repair(s).

3.5 Contractor Owned Equipment and Rental Equipment

A. Routine Service and Preventative Maintenance

Contractor shall not charge for Aerial Lift Equipment & Forklifts owned by the Contractor used to perform Routine Service and Preventative Maintenance.

B. Routine Service and Preventative Maintenance Rental Equipment within Fifty (50) Mile Radius of Contractor Facility

FMC shall only approve a Contractor request for the utilization of Rental Equipment if the service cannot be safely performed using the equipment owned by the Contractor. The Contractor shall coordinate all aspects of the rental of the required equipment and the fee rate below includes the pick-up and drop off charges.

Cost:

- Standard Scissor Lift \$250 per day
- Boom Lift \$450 per day
- Standard Forklift \$300 per day
- Reach Forklift \$450 per day

C. Rental Equipment Outside Fifty (50) Mile Radius for Emergency & Rushed Calls shall be charged at cost plus 5%.

For Emergency and Rushed Service Calls only requiring the use of Rental Equipment (as determined by the Contractor), the Contractor shall coordinate the rental of the equipment from the rental company yard with equipment stocked closest to the Service Call job site. Contractor shall charge the eligible agency for any additional Contractor drive time labor for the pick-up and drop off of the equipment in the event the rental company is unable to drop off and pick-up the equipment to the site in the timeframe required for the Contractor to complete the Service Call.

3.6 Equipment Service Categories

A. **Operable Doors** - Labor Rates for Lead's and Helpers on any and all Operable Doors, as shown in *Exhibit A Pricing*, are addressed under **Equipment Service** as "Commercial Entry Doors and Hardware." Operable Doors accounts for all Automatic Pedestrian Doors (swing, slide, and revolving). (Refer to REVISED Exhibit A Pricing Sheet)

B. **Mechanical Doors** - Labor Rates for Lead's and Helpers on any and all Mechanical Doors, as shown in *Exhibit A Pricing*, are addressed under **Equipment Service** as "Commercial Entry Doors and Hardware." Mechanical Doors account for all types of Pedestrian Entry Doors including mechanical door hardware. The Pedestrian Entry Doors contain one or more of the following properties or components: wood, hollow metal, glass/aluminum, full glass doors, frames, and mechanical door hardware. (Refer to REVISED Exhibit A Pricing Sheet)

C. **Electromechanical Doors** - Labor Rates for Lead's and Helpers on any and all



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Electromechanical Doors, as shown in *Exhibit A Pricing*, are addressed under **Equipment Service** as "Commercial Entry Doors and Hardware." Electromechanical Doors accounts for all Pedestrian Entry Doors that utilizes electrified door hardware components. (Refer to **REVISED Exhibit A Pricing Sheet**)

- D. **Standard Gates, Operators, Overhead and Barriers** - Labor Rates for Lead's and Helpers on any and all Standard Gates, Operators, Overhead and Barriers, as shown in *Exhibit A Pricing*, are addressed under **Equipment Service** as "Overhead Doors, Loading Dock Equipment, and Gates." Standard Gates, Operators, Overhead and Barriers accounts for all types of mechanical (non-electrified) Overhead Doors, Loading Dock Equipment, Gates, and Specialty Doors. (Refer to **REVISED Exhibit A Pricing Sheet**)
- E. **Electromechanical Gates, Operators, Overhead and Barriers** - Labor Rates for Lead's and Helpers on any and all Electromechanical Gates, Operators, Overhead and Barriers, as shown in *Exhibit A Pricing*, are addressed under **Equipment Service** as "Overhead Doors, Loading Dock Equipment, and Gates." Electromechanical Gates, Operators, Overhead and Barriers accounts for all types of electrified Overhead Doors, Loading Dock Equipment, Gates, and Specialty Doors. (Refer to **REVISED Exhibit A Pricing Sheet**)

3.7 Preventative Maintenance

- A. The Contractor shall furnish the labor, material, equipment (whether owned or rented), supplies, and supervision required to provide the maintenance and repair as described herein. The Contractor shall be equipped so that preventative maintenance as well as minor repairs can be performed on-site at any given location.
- B. Preventative Maintenance may be requested by the eligible agency based on time schedules and/or usage. The Contractor shall work with the FMC to establish preventative maintenance schedules for equipment. The eligible agency will make every effort to consolidate as many maintenance projects within close proximity as possible, for each Preventative Maintenance visit. The Preventative Maintenance visit for each Work Order shall be priced upon a per man hour basis with all labor, materials, and disposal consumable products included at a set price and trip charge if applicable.
- C. The Contractor shall provide recommendations to the FMC as to completeness of repair(s) needed. A repair cost estimate shall be presented to the FMC for approval prior to the repair of deficient equipment identified during the Preventative Maintenance and inspection of equipment. The report shall include the following:
 - 1. Nature of Repair;
 - 2. Number of labor hours required;
 - 3. List of parts needed and the cost of each part;
 - 4. Any applicable taxes;
 - 5. Total Cost Estimate
 - 6. Trip Charge (if applicable)
- D. **The Eligible Agency Responsibility**
 - 1. The FMC shall contact the Contractor to establish a mutually agreeable schedule for the Contractor to perform Preventative Maintenance (on-site) and/or a repair.
 - 2. The FMC shall make the requested door or gate accessible to the Contractor upon the assigned date and time.

3.8 Types of Preventative Maintenance

Below are examples of preventative maintenance services the Contractor may perform for the type of equipment identified and are not intended to limit the scope of to only those identified herein.



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A. Overhead Door – Garage Door

1. DOORS

- Inspect: All rollers, bearings, cables, chains, shafts, track, and alignment, as applicable
- Adjust: All spring counterbalance assemblies, level of door and track spacing as necessary
Lubricate: Counterbalance shaft bearings, rollers, hinges, and bearings as necessary
- Tighten: Hardware including hinges, couplings, drums, track brackets and hangers as necessary

2. OPERATORS

- Inspect: Operator bearings, chain hoist assemblies, safety equipment, and other related controls, as applicable
- Adjust: Clutch, brake, limit assemblies as necessary
Lubricate: Bearings, chains and screws as necessary
- Tighten: Sprockets, drawbar arms and hook-ups, as necessary

3. DOCK LEVELERS

- Inspect: Hold down unit, springs, slide bar, rear hinges, lip assembly, hydraulic hoses and connections, as applicable
- Adjust: Deck counterbalances, lip assembly, hold down unit, and linkage, as necessary
Lubricate: All pivot points, rear hinges, lip hinge, and shaft, as necessary
- Tighten: Linkage fasteners and cable clamps, as necessary

B. Sectional Doors

1. Inspect section condition
2. Inspect alignment of door to insure proper operation
3. Lubricate and inspect rollers and bearings
4. Adjust and lubricate springs
5. Inspect spring fasteners for secure mounting
6. Inspect and tighten hinges and hardware
7. Inspect cables for wear or damage
8. Inspect drums for wear or damage
9. Inspect locks for proper operation
10. Inspect weatherstrip for wear or damage
11. Inspect track fasteners and hangers for secure mounting
12. Inspect and lubricate chain hoist

C. Sectional Door Electric Operators

1. Inspect and adjust limit switches
2. Inspect and adjust belts
3. Inspect and lubricate roller chain
4. Inspect and adjust brake
5. Inspect and adjust clutch
6. Inspect operator mounting
7. Inspect and test disconnect
8. Inspect and tighten all sprockets
9. Lubricate all bearings

D. Rolling Doors

1. Inspect door alignment and levels.
2. Inspect slats and endlocks for damage.
3. Inspect guides, bottom bar and hood.
4. Inspect all weatherstripping for wear or damage.



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5. Adjust spring and lubricate bearings.
6. Inspect and tighten fasteners.
7. Inspect and lubricate chain hoist.

8. Inspect locks for proper operation.
9. Inspect and tighten all sprockets.

E. Rolling Door Electric Operators

1. Inspect and adjust limit switches.
2. Inspect and adjust belts.
3. Inspect and adjust brake.
4. Inspect gear reducer.
5. Inspect operator mounting.
6. Inspect and test disconnect.
7. Inspect and lubricate roller chain.
8. Inspect and tighten all sprockets.

F. Rolling Fire Doors

1. Inspect cleanliness and age of fuse links.
2. Drop test door for proper operation.
3. Check that door is properly reset.
4. Test electric fusible links for continuity (where applicable).
5. Test smoke detector for continuity (where applicable).
6. Test hold-open devices and time delays (where applicable).
7. Facilitate fire door inspections and certifications processes.

G. Gate Operators

1. Check gate system to make sure it is UL 325 protected
2. Check complete drive system including belts, sprockets, chain, gear reducers and brake assembly
3. Check all electrical connections
4. Lubricate all necessary parts
5. Replace worn parts, if needed
6. Lubricate rollers, check for wear and alignment
7. Check gate welds
8. Check for loose fabric connections
9. Check all posts and pads for gate and operator
10. Replace worn parts, if needed

4.0 Cost Proposal Development

4.1 Contractor shall evaluate the specific materials and labor required to complete the repair.

- A. Develop an estimate of the expected cost.
- B. Develop potential alternatives with costs, in the case of repair verses replacement.

4.2 All components associated with the repairs shall be furnished by Contractor.

4.3 Upon issuance of a purchase order or purchasing card payment the work shall commence.

4.4 All work shall be subject to the inspection and approval of the FMC at the completion of the project.

5.0 Quality Control.

The awarded Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control (QC) program is the means by which he assures himself that his work complies with the requirement of the contract.



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- 5.1 The awarded Contractor shall submit their initial quality control plan to the Procurement Officer with their offer.
- 5.2 The Contractor and the State shall mutually agree to any change to the Quality Control Plan.
- 5.3 The FMC shall periodically perform a quality control inspection of the maintenance and repair services.

Special Instructions to Offerors

1. DEFINITIONS

- 1.1. **ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
 - 1.1.1. **"Allow Electronic Quote"** means an indicator, signifying whether or not offers may be submitted in ProcureAZ.
 - 1.1.2. **"Alternate Id"** means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.
 - 1.1.3. **"Amendments"** means solicitation amendments.
 - 1.1.4. **"Attachments"** means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.
 - 1.1.5. **"Available Date"** means a data field, in which may contain the date that the solicitation was published.
 - 1.1.6. **"Bid"**, depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.
 - 1.1.7. **"Bid Method"** means the type of solicitation process being conducted.
 - 1.1.8. **"Bid Number"** means the solicitation's identification number.
 - 1.1.9. **"Bid Opening Date"** means the date and time that offers are due.
 - 1.1.10. **"Bid Solicitation"** means solicitation.
 - 1.1.11. **"Bid Type"** means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).
 - 1.1.12. **"Bill-to Address"** means the department address where invoices occurring under any resulting contract may be billed.
 - 1.1.13. **"Bulletin Description"** means a data field, in which may contain additional information regarding the scope of the solicitation.
 - 1.1.14. **"Buyer"** means procurement officer.
 - 1.1.15. **"Department"** means the customer for whom the solicitation is being done.



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- 1.1.16. "Description" means the solicitation's title.
- 1.1.17. "Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.
- 1.1.18. "Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.
- 1.1.19. "Info Contact" means a data field, in which may contain the contact information of a person to whom inquiries are to be directed.
- 1.1.20. "Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.
- 1.1.21. "Location" means the specific customer, within the department, for whom the solicitation is being done.
- 1.1.22. "Organization" means the state agency under whose authority the solicitation is being conducted.
- 1.1.23. "Pre Bid Conference" means pre-offer conference.
- 1.1.24. "Print Format" means the format of the solicitation's print output.
- 1.1.25. "Purchase Method" means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.
- 1.1.26. "Quote" means offer.
- 1.1.27. "Required Date" means a data field, in which may contain the date that the materials, services or construction are needed by the State.
- 1.1.28. "Ship-to Address" means the department address where materials, services or construction purchased under any resulting contract may be billed.
- 1.1.29. "Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.
- 1.1.30. "Purchaser" means procurement officer.

2. INQUIRIES

- 2.1 **INQUIRES** - All questions related to this Request for Proposal are required to be submitted through ProcureAZ using the Q&A tab. Any other contact shall be directed to the Procurement Officer referenced in ProcureAZ as the Info Contact. All questions shall be received no later than seven (3) days prior to the Bid Opening Date.
- 2.2 **EXCEPTIONS TO TERMS AND CONDITIONS** - If the Offeror is requesting exceptions to Terms and Conditions including the insurance requirements, in addition to submitting in ProcureAZ as stated in the Uniform Instructions to Offerors Section C.3, Offeror shall submit exceptions to the Procurement Officer referenced in ProcureAZ as the Info Contact email address seven (3) days prior to Bid Opening date and time.
- 2.3 All Inquiries and Exceptions shall include the following:
- Response Form I – Offer and Acceptance



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- Offeror name
- Contact information
- Solicitation number, page number and paragraph

2.4. Offerors may not contact the employees of the using Agency concerning this procurement while the proposal and evaluation are in process.

3. EVALUATION

In accordance with the Arizona Procurement code § 41-2534, Competitive Sealed Proposals, award(s) shall be made to the responsible offeror(s) whose offer is determined in writing to be the most advantageous to the State based upon the evaluation factors listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C.3, will impact an Offeror's susceptibility for award. In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Uniform Instructions Section C.3, may impact an Offeror's susceptibility for award.

- Experience and Expertise
- Price (Evaluated based upon the Per Man Hourly Rates submitted in **Exhibit A – Pricing**)
- Method of Approach

4. PREPARATION / SUBMISSION OF OFFER

4.1. Submittal Forms. Complete and submit in ProcureAZ the following forms found in **RFP Part 2 of 2 Submittal Forms**. Failure to submit a form or follow the instructions on the form may result in reject of the Offer.

4.2. By submitting an offer, the Offeror makes a firm commitment to provide services as required and proposed. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

4.3. A responsive, responsible Offeror shall submit the following information on the forms found in **Part 2 of 2**:

- Response Form I – Offer and Acceptance
- Pricing – Hourly Labor Rates to be submitted in Exhibit A – Pricing and Enter a unit cost of \$1.00 in ProcureAZ Items Tab for Item # 1. Exhibit A – Pricing contains a **separate tab for each region** to indicate pricing. Offerors must submit Emergency Repair per man hour labor rates to receive an award in Region 4 (Maricopa, Gila & Pinal counties). Contractor shall not simultaneously charge a welding labor rate and an additional Per Man Hourly Labor Rate. When welding, only the welding labor rate shall apply.
- Response Form II – Experience and Expertise
- Response Form III – Subcontractors
- Response Form IV – Designation of Confidentiality, Trade Secret and Proprietary Information
- Response Form V – Quality Control Plan (Experience and Expertise)
- Response Form VI – Qualifications (Experience and Expertise)
- Response Form VII – Material Suppliers
- Response Form VIII – Methodology Questionnaire

4.4. Catalog/Price list, Maintenance (electronic/hard copy). The contractor shall provide and maintain electronic and hard copy versions of all contracted catalog/price lists during the contract term. Electronic versions shall be in either of the following formats. No alterations, amendments or updates shall be allowed without prior approval by the State.

4.4.1 Internet versions available through a Universal Resource Locator (URL) link, or; Portable



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Document Format (pdf) versions attached to the contract.

4.4.2 All versions shall list all products the contractor is authorized to sell under the contract along with clearly indicating, at a minimum the following:

- The contract number
- Part numbers and descriptions (photos optional) of all contracted products or groups of products. Non-contracted products or groups of products shall either be deleted or clearly marked through as EXCLUDED FROM CONTRACT
- Pricing information
- The discount (percent %) from list price for each product
- Ordering information, Key Personnel
- Service/Distribution points organized geographically by city or county (subcontractors).

4.4.3 The State Procurement Office, at its sole discretion, may maintain the contractor's electronic catalog/price list data or provide electronic links.

4.4.4 Upon award and during the term of the contract the contractor shall not alter, modify or update either the electronic or hard copy versions of the catalog/price list without prior approval by the State (see Revised or Replacement Catalog Price/list provision for additional requirements). All associated cost shall be borne by the contractor.

4.5. Revised or Replacement Catalog/Price lists. The State may review a fully documented request to incorporate a revised or replacement catalog/price list (i.e. manufacturer's price list.)

4.5.1 A declaration that affirms that the proposed catalog/price lists (i.e. manufacturer's price list) is one that:

- Is a replacement or revision to the original, containing the same item groups as originally awarded.
- Is regularly maintained by a manufacturer, distributor or contractor.
- Is either published or otherwise available for inspection by customers.
- Is one that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

4.5.2 Pricing information, existing versus proposed, electronic and hardcopy formats that:

- Identifies all products, by part number, SKU number, description and manufacturer that will experience increases from existing prices.
- Displays a side by side comparison of pricing, existing vs. proposed increases.
- Details the factors that were clearly unpredictable at the time of the original bid and that have a direct effect on the proposed increase. Newly published or revised catalog/price lists submitted without supplemental information may not be considered.
- Identifies all products, by part number, SKU number, description and manufacturer that will experience decreases from existing prices.
- Displays a side by side comparison of pricing, existing vs. proposed decreases.
- The contractor shall also be obligated to pursue price decreases in accordance with the price decrease provision contained herein.

4.5.3 Product Information (Deletions/Additions) existing versus proposed, electronic and hardcopy formats that:

- Identifies all discontinued products, by part number, SKU number, description and manufacturer that are either no longer being manufactured or are no longer available to



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the contractor.

- Identifies all proposed product additions, by part number, SKU number, description and manufacturer
- When pursuing product deletions or additions the contractor shall also supplement the request as required under product discontinuance new product provisions contained herein.

4.5.4 The State reserves the right to approve and entire catalog/price list (i.e. manufacturer's price list), portions thereof or to exercise an alternate option, whichever is deemed in the best interest of the state.

4.5.5 Approval shall be in the form of a Unilateral change order by the State Procurement Office, and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard copy catalog/price list updates to all eligible agencies at no additional cost to the State.

- 4.6. **Electronic Documents.** The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 4.7. **ProcureAZ.** Offers in response to this solicitation shall be submitted within the State's online eProcurement system, ProcureAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the due date and time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside the ProcureAZ system, or those that are received after the due date and time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600) prior to the solicitation due date and time.
- 4.8. **Opening.** Offers received by the due date and time will be opened online. Proposals will not be subject to public inspection until after contractaward.
- 4.9. **Clarifications.** Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 4.10. **Negotiations.** Negotiations may be held for this Request for Proposal.
- 4.11. **Financial Stability.** The Offeror must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contractaward.
- 4.12. **Final Proposal Revisions.** If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final



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proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

4.13. Responsibility, Responsiveness and Susceptibility.

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award.

- 4.13.1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 4.13.2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- 4.13.3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
 - Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 4.13.4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 4.13.5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 4.13.6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 4.13.7. Whether the Offer limits the rights of the State;
- 4.13.8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 4.13.9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 4.13.10 Whether the Offeror provides misleading or inaccurate information.

5. **AWARD**

- 5.1. Contract Award. The State intends to award a firm-fixed indefinite-delivery price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible Offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and sub factors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The



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State may waive informalities and minor irregularities on proposals received. The Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchange with Offerors after receipt of a proposal does not constitute a rejection of counteroffer by the State.

- 5.2. **Contract Document Consolidation.** At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 5.3. **Contract Implementation Meetings:** Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State's and Contractor's staff and representatives attend. The State reserves the right to decline conference call attendance or participation.

6. PAYMENT

- 6.1 **Per Man Hourly Labor Rate** - The Offeror will indicate their Per Man Hourly Labor Rate for routine repairs, rushed [urgent] repairs, emergency repairs and welding on "Exhibit A - Pricing" per region (The spread sheet contains a separate tab for each region.) Hourly Rates are inclusive of all costs to include labor, overhead and profit associated with the delivery of the service. Eligible Agency will not pay separately for these or any other costs.
- 6.1.1 **Door Repair Rates** - Indicate in **RFP Part 2 of 2** which repair rate each service will fall under
- Operable Doors (office)
 - Mechanical Doors
 - Electromechanical Doors
 - Standard gates, operators, overhead and barriers
 - Electromechanical gates, operators, overhead and barriers
 - Dock Levelers
 - Welding (The Contractor shall not simultaneously charge a welding labor rate and an additional Per Man Hourly Labor Rate. When welding, only the welding charge shall apply.)
 - Travel Reimbursement for trips longer than a 50 mile roundtrip
- 6.2 **Trip Charge** - Eligible agencies shall not pay a trip charge for a round trip of 50 miles or less from the Contractor's facility. The Offeror shall propose a per mile rate for travel more than a 50 mile roundtrip from their facility or facilities on Exhibit A - Pricing. Miles shall be billed after the 50th mile.
- 6.3 **Materials** - Materials and equipment use shall be provided by the Contractor at their cost. This cost will also include the cost of consumable products necessary to complete a work order. The offeror shall provide a listing of discounts they receive from their key suppliers within their offer. More details can be found in **RFP Part 2 of 2**.
- 6.4 **Drive time Hourly labor Rate** - The Contractor's employees shall be paid an hourly rate for round trips



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in excess of 50 miles for time driven after the 50th mile.

7. REGIONS

The state is split into Seven Regions; each region may have multiple awards. However, the intent is to award only to the Offeror(s) that best satisfy the evaluation criteria and meet the requirements of the Scope of Work. An Offeror may be awarded a contract that covers one (1) or multiple regions (see Pg. 46, Regions Map).

8. SIMILAR WORK

Offeror shall furnish, upon request, a statement of whether they are now, or have ever been, engaged in work similar to that covered by this Solicitation. Such statement shall include the year in which such work was performed, the manner of its execution, and give such other information as will tend to show the Bidder's ability to execute the required work.

Uniform Instructions to Offerors

A. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1. **"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. **"Best and Final Offer"** means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
3. **"Contract"** means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
4. **"Contract Amendment"** means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
5. **"Contractor"** means any person who has a Contract with a state governmental unit.
6. **"Day"** means calendar days unless otherwise specified.
7. **"eProcurement (Electronic Procurement)"** means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
8. **"Exhibit"** means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
9. **"Offer"** means a response to a solicitation.
10. **"Offeror"** means a person who responds to a Solicitation.
11. **"Person"** means any corporation, business, individual, union, committee, club, or other organization or group of individuals.



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12. **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
13. **"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
14. **"Solicitation Amendment"** means a change to the Solicitation issued by the Procurement Officer.
15. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
16. **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
3. **Submission of Inquiries.** All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
4. **Timeliness.** Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal or Electronic Mail Responses.** An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.



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8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. **Electronic Documents.** The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
2. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.
3. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.1. **Invitation for Bids.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.2. **Request for Proposals.** All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
4. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
5. **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.
6. **Federal Excise Tax.** The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
7. **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.
 - 7.1 **Employee Identification.** Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate



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taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

8. **Identification of Taxes in Offer.** The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
9. **Disclosure.** If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
10. **Delivery.** Unless stated otherwise in the Solicitation, all prices shall be FOB destination, freight prepaid & added and shall include all freight, delivery and unloading at the destination(s).
11. **Federal Immigration and Nationality Act.** By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
12. **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

D. Submission of Offer

1. **Offer Submission, Due Date and Time.** Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before



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the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

2. **Offer and Acceptance.** Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
3. **Solicitation Amendments.** A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
4. **Offer Amendment or Withdrawal.** An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
5. **Confidential Information.** If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
6. **Public Record.** All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
7. **Non-collusion, Employment, and Services.** By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 7.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 7.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.



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2. **Taxes.** If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered forevaluation.
3. **Prompt Payment Discount.** Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
4. **Late Offers.** An Offer submitted after the exact Offer due date and time shall be rejected.
5. **Disqualifications.** An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
6. **Offer Acceptance Period.** An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
7. **Waiver and Rejection Rights.** Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 7.1 Waive any minor informality;
 - 7.2 Reject any and all Offers or portions thereof; or
 - 7.3 Cancel the Solicitation.

F. Award

1. **Number of Types of Awards.** The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
2. **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. **Effective Date.** The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:



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1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

Special Terms and Conditions

1. Definitions

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.



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"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.

"Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.

"Minor Status" is an optional data field and means a type of status indicator of the contract in ProcureAZ.

"Organization" means the state agency under whose authority the solicitation or contract was conducted.

"Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.

"Pcard Enabled" is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

"PO Acknowledgement" means the list the notifications to the Contractor and their acknowledgements of these notices.

"PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

"Print Best Detail" is an optional data field and means a print format applicable to orders under the contract.

"Print Format" means the format of the solicitation or contract print output.

"Project No." is an optional field and means an identification characteristic of the contract.

"Purchase Order" means contract.

"Purchase Order Number" means the contract's identification number.



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"Purchaser" means procurement officer.

"Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

"Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.

"Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

"Retainage %" is an optional field and means the amount of the contract's value that is retained.

"Shipping Method" means the method of shipping to be used under the contract.

"Shipping Terms" means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.

"Short Description" means the contract' title.

"Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

"Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

"Vendor" means Contractor.

2. Contract.

- 2.1 The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 2.2 The State's primary contact for this solicitation and resultant contracts can be found next to the Info Contact header located on the summary tab of contract/bid page.
- 2.3 Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

3. Contract Type.

Firm fixed price. This is a Firm Fixed-Price Indefinite Quantity contract for the services specified. The contractor shall furnish to the State, when and if ordered, the services specified. There is no limit or guarantee number of work orders that may be issued under this contract.



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X 4. **Contract Term.**
The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.

X 5. **Contract Extension.**
The contract shall not bind nor purport to bind the state for any contractual commitment in excess of the original contract term. By mutual written contract amendment, any resultant contract may be extended for supplemental periods with a maximum aggregate including all extensions not to exceed five (5) years.

X 6. **Eligible Agencies.**
This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes §41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c) (3) through 501(c) (6).

Eligible Agencies shall utilize the Contractor(s) according to the Region(s) for which the Contractor received an award.

7. **Administrative Fee/Usage.**

7.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all cooperative sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.

7.2 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

7.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

7.4 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement.

7.5 The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:



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Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

7.6 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1 (July–Sept.)	Due October 31
FY Q2 (Oct.–Dec.)	Due January 31
FY Q3 (Jan.–March)	Due by April 30
FY Q4 (April – June)	Due by July 31

7.7 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for bylaw.

7.8 Annual Itemized Spend Report. The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

7.9 Additional Reports. The contractor shall furnish additional reports relating to contract usage as requested.

8. Cooperative Purchasing

8.1 Payment for materials or services and inspection and acceptance of materials or services are the responsibility of the using eligible procurement unit;

8.2 Failure of an eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the state to exercise rights or remedies;

8.3 The exercise of any rights or remedies by the eligible procurement unit shall be the exclusive obligation of that unit. The state, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy;

8.4 The eligible procurement unit shall not use an Arizona state contract as a method for obtaining additional concessions or reduced prices for similar material or services.

9. Appropriation of Funds.

Every payment obligation of the Eligible Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Eligible Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. IT 508 Compliance.

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the



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Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

11. Contractor and Personnel.

- 11.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions if determined necessary by the FMC. Once assigned to work under the contract, key personnel shall not be removed without the prior written notice to the State Procurement Office and must be adequately replaced at the time of such removal.
- 11.2 The Eligible Agency may require that the Contractor remove from the job any employees who endanger persons or state property or whose continued employment under this contract is inconsistent with the interest of the State.
- 11.3 Literacy of Contractor Employees. All contractor employees required to interface with Government employees shall be literate in English to the extent of being able to speak, read and understand printed regulations, detailed written orders, directives, instructions and material, and obey signs posted while on State property.
- 11.4 Protection of Facilities. The contractor shall provide the services contained herein in such a manner that does not result in damage to government facilities, utilities, or structures. Contractor shall be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. In the event that damage does occur during the performance of this contract, the Contractor shall repair or replace the damage at no cost to the Eligible Agency. Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law.
- 11.5 Spill Responsibility. The Contractor is solely responsible for any and all spills or leaks during the performance of this contract which occurs as a result of, or is contributed to by the actions of its agents, employees, or subcontractors. The Contractor shall clean up such spills or leaks to the satisfaction of the Eligible Agency in a manner that complies with applicable Federal, State, and local laws and regulations. The cleanup shall be at no cost to the Eligible Agency.
- All spill residue, unused product, and empty containers generated by the Contractor shall be disposed of by the Contractor in accordance with applicable local, state, and federal regulations and directives.
 - The Contractor shall immediately report by telephone or in-person to the FMC all such spills or leaks, regardless of their quantity, contributed to by the actions of its agents, employees, or subcontractors while on State property.
 - A written follow-up report shall be submitted to the FMC and Purchasing Officer not later than twenty-four (24) hours after the initial telephonic or in-person report. The written report shall be in narrative form, and as a minimum shall include the following:
 - a. Description of item spilled (including identity, quantity, etc.).
 - b. Whether amount spilled is EPA/state reportable, and if so, whether it was reported.
 - c. Exact time and location of spill including a description of the area involved.
 - d. Containment procedures initiated.
 - e. Summary of any communications contractor has with press or Government officials other than the FMC.
 - f. Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.



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- 11.6 Employees accessing state property, while on duty, shall be appropriately dressed in clothing/uniform and may be required to wear an identification-badge. Only employees of the Contractor designated with an identification badge/uniform will be allowed in the state work locations during working hours.
- 11.7 The Contractor is required to remove any litter associated with Contractor or Contractor's crew generated while on state property. Upon completion of any work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Owner.
- 11.8 Work may require special protective clothing; The Contractor shall be responsible for identifying those jobs requiring protection equipment and complying with IAW OSHA standards. The Contractor shall be responsible for providing training and all necessary personal protective equipment to Contractor employees. The Contractor shall be responsible for ensuring subcontractors have the necessary training and subcontractor provides his personnel with personal protective equipment.

12. Security.

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the Eligible Agency, certain personnel with access to sensitive information and/or infrastructure of the State shall be subject to background checks.

13. Fingerprint and Background Checks.

Contractor shall submit a full set of fingerprints and or background check information to the eligible agency of each person or employee who may provide such service under the contract upon request of the eligible agency. Additionally, contractor shall comply with the governing body fingerprinting or background check policies of each eligible agency.

14. Safety.

Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and eligible agency property from damage, loss or injury resulting from the activities of Contractor, its employees, its subcontractors, and/or other persons present. Contractor will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

15. Contraband.

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION - A.R.S. §13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. §13-2505

15.1 A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any person confined in a correctional facility; or
- By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.



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15.2 Promoting prison contraband is a Class 5 felony.

16. Order Acknowledgement.

Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically. Customers may accept verbal Order acknowledgment when time and circumstances require.

17. Ordering.

17.1 Any services to be furnished under this contract shall be ordered by issuance of a work order followed by a purchase order on approved work order tasks to be performed. Such orders may be issued from effective date of contract award. All work orders are subject to the terms and conditions of this contract. In the event of conflict between a work order and this contract, the contract shall control. All work orders shall cite the contract number.

17.2 Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

18. Invoice - Billing.

All billing notices or invoices shall be sent to the Eligible Agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information.

- Name and address of the contractor;
- Both the contract number and contract release/purchase order number;
- The contractor's federal tax identification number;
- The contractor's remittance address;
- A description of the goods or services provided;
- Quantity and delivery/service timeframe;
- Itemized (if applicable) and total invoice pricing.
- Itemized list of all materials and equipment used; shall include the manufacturer list price with Contractor associated discount rate(s).
- Most favorable itemized travel distance, applicable mileage travel reimbursement fee (Refer to Mileage Travel Reimbursement), and each applicable drive time rate fee(s).

18.1 If the Contractor fails to respond to the service call request within the timeframes listed below, the Contractor shall receive reduced compensation for their service call in accordance with the per man hour labor rate scale associated with the actual response time less a twenty (20%) percent discount for the first hour per man hour labor rate. If the Contractor fails to respond to the routine/repair/preventative maintenance request within the stated timeframe, the Contractor shall provide a 20% discount per day late on the total invoice price for the work. Late response time penalty fees shall be deducted from by the eligible agency the vendor's invoice payment as a non-compliance fee. The FMC may choose to waive these penalties at their discretion.

18.1 The Contractor shall provide a Semiannual Report to the State of Arizona Procurement Officer. Report shall be customizable to capture each Equipment Service category (including all repair components), and Service Call(s) completed by the Contractor for each eligible agency. Annual Preventative Maintenance reports shall be provided to each respective eligible agency upon request of the FMC.

18.2 Per man hour labor rates shall be billed in 15 minute increments. The Contractor shall round to the nearest 15 minute increment.



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- 18.3 The Contractor shall only charge the eligible agency with the most favorable pricing for the travel distance drive time labor rate and mileage reimbursement based on the shortest distance for the dispatch of the closest stationed technician performing another service call in the area or the closest Contractor facility for any services performed outside of the fifty (50) mile radius.
- 18.4 Shipping charges for parts shall be FOB destination, freight prepaid and added at the rate charged by the shipping company.
- 18.5 The Contractor shall not charge a cancellation fees if the cancellation call it placed during standard business hours and the Contractor has not traveled outside of the fifty (50) mile round trip area.
- 18.6 The Contractor shall not charge the eligible agency an additional welding rate if welding is performed in the scope of service. The rate charged shall be the applicable Lead Rate.
- 18.7 Lead and Helper Labor Rates shall not increase for any Routine Service and Preventative Maintenance work started prior to 6:00pm and extends past standard business hours.
- 18.8 Aerial Lift Equipment & Forklifts owned by the Contractor shall not have an additional cost charged for equipment used for Routine Service and Preventative Maintenance work.
- 19. Payment.**
Determination of acceptability of work will be made by the FMC. Should the work products require correction, the Eligible Agency reserves the right to withhold all or partial payment on current and future assignments equivalent to the amount of the cost of work requiring correction, until the work product has been reviewed and accepted by the Eligible Agency. Payment of any invoice shall not preclude the agency from making claim for adjustment on any service found to have been in non-compliance with the contract.
- 20. Pricing.**
Contractor per man hour labor rate shall be all inclusive, including but not limited to any ancillary fees and costs required to accomplish the Scope of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Scope of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract shall be included in the pricing provided by the Contractor.
- 21. Price Adjustments.**
Throughout the life of the Contract, the State reserves the right to pursue negotiations with the Contractor to secure price reductions. Any negotiated price changes for this Contract shall be documented via a bilateral Contract Amendment.
- 22. Pricing-Most-Favored Customer.**
Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted service(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.
- 23. Suspension or Debarment Certification.**
By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.



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24. Licenses.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

25. Contractor Point of Contract.

The Contractor shall provide in their offer a designated point of contact and shall make arrangements to enable its repair and maintenance representative(s) to receive service calls. The Contractor's representative shall check in with the designated FMC prior to performing any service and after completing all services under this contract.

26. Acceptance/Correction of Work.

All work performed under this contract shall be subject to the acceptance of the FMC or designated representative. If performance is found to be unsatisfactory and not in accordance with the requirements of this contract, the Contractor shall begin correcting unsatisfactory work as soon as possible but not later than the first three (3) hours of the following regularly scheduled workday. Correction of work shall be performed at the expense of the Contractor.

27. Warranty and Workmanship Guarantee.

27.1 The Contractor agrees that all work shall be done by skilled and experienced personnel and shall be done in a first-class workman like manner in accordance with the equipment manufacturers recommended procedures.

27.2 Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts and labor) without cost to the Eligible Agency.

27.3 The Contractor shall provide the standard manufacturer warranty for all parts and materials used in the performance of maintenance and repair as described herein from the date of acceptance by the Eligible Agency.

27.4 From one (1) year from the date of the FMC approved invoice, the Contractor shall repair free of charge defects in workmanship performed pursuant to that invoice. There shall be no charge to the Eligible Agency for travel, labor or materials on any repair rework due to faulty workmanship during the warranty period. Warranty periods shall restart upon the date of acceptance of the rework.

28. Warranty of Service.

The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Procurement Officer may, at the Contractor's expense require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

29. Cancellation.

This contract is critical to the department. The department reserves the right to immediately cancel in whole, or in part, this contract due to the failure of the Contractor to carry out any obligation, term or condition contained herein.

29.1 The State will issue written notice of default that shall be effective immediately and/or state the effective termination date. Default shall be for acting or failing to act as in any



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of the following.

- The Contractor provides material that does not meet the specifications of the contract;
- The Contractor fails to adequately perform the services set forth in the specifications;
- The Contractor fails to complete the work required or to furnish the materials required within the time stipulated;
- The Contractor fails to make progress in the performance of the contract and/or gives the State reason to believe that the Contractor will not, or cannot, perform to the requirements of the contract.

29.2 The State may take any of the following remedies or combinations thereof:

- Cancel the contract in whole or in part;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform tests or analyses on materials provided to determine the compliance with the specifications of the contract. If the results of any test or analyses determine the material provided does not substantially conform to the specifications, the testing expense shall be borne by the Contractor;
- In case of Default, the State reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The State may recover actual excess costs from the Contractor by:
 - a. Deducting the amount from an unpaid balance;
 - b. Any other remedies as provided by law.

30. **Default.** Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to:

- 30.1 Failure to provide the State with acceptable proof of compliance with prescribed insurance requirements;
- 30.2 Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
- 30.3 Repeated failure to comply with the requirements of the Contract;
- 30.4 Material disregard of or failure to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- 30.5 Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
- 30.6 Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and
- 30.7 Attempting to assign this Contract without obtaining the State's prior consent.
- 30.8 With written notice to follow, the State may verbally terminate this contract, in whole or in part, under the following circumstances.
 - If equipment furnished is, or later becomes, unsuitable to perform as specified or warranted and the contractor fails to respond within five (5) working days after receipt of such notice, by either repairing or replacing the equipment.
 - If the Contractor fails to deliver the equipment or perform the required services within the time frame specified.
- 30.9 If the State terminates this contract for default in whole or in part, the State may procure such equipment or services (similar to those offered by or contracted for) on the open market and the Contractor shall reimburse the State for any excess costs incurred by the State for such equipment or services.

31. **Confidentiality of Records.**

The Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released,



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disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The Contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

32. Other Contracts.

The agency may undertake or award other contracts for additional or related work and the Contractor shall fully cooperate with such other contractors and state employees and carefully fit his own work to such additional work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. The agency shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

33. Contractor Hours and Response Timeframes.

The Contractor shall be obligated to fulfill all service calls in the timeframe requested by the FMC. (Failure to respond to three work order requests within the requested timeframe may result in a termination of the Contract.) Prior to contract termination, non-compliance to the requested timeframes shall result in billing discounts as stated in Scope of Work Section 3.3 (A).

33.1 Hours. Contractor shall perform all services Monday through Friday between the standard business hours from 7:00 a.m. to 6:00 p.m. and may include holidays, weekends, or after the standard hours stated above as requested by the FMC.

- After Hours – Monday through Thursday between the hours of 6:01 p.m. and 6:59 a.m. and Friday between 12:00 a.m. and 6:59 a.m.
- Weekend Hours – Begin Friday at 6:01 p.m. and end Monday at 6:59 a.m.
- Holiday Hours – Begin at 12:00 a.m. and end at 11:59 p.m. on the actual day of the holiday. Arizona State Holidays can be found here:
<http://www.theholidayschedule.com/arizona-state-holidays.php>.

33.2 Time Frames.

- Emergency Repair: Within a maximum of One (1) hour upon receipt of the service call.
- Rushed Repair: Within a maximum of two (2) hour response time upon receipt of the service call.
- Routine Repairs/: No later than one (1) working day upon receipt of service call.
- Preventative Maintenance: One (1) working day upon receipt of the purchase order.

34. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or



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university of the State of Arizona.

35. Insurance Requirements:

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

36. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

37. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

38. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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39. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- c. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- d. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

A. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

B. Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number here).

C. Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non- admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above- required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

D. Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.



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All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

E. Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

F. Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

G. Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.



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- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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- 2.5. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to



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copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 **Offshore Performance of Work Prohibited.**
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. **Delivery.** Unless stated otherwise in the Contract, all prices shall be FOB destination, freight prepaid & added and shall include all freight delivery and unloading at the destination.
- 4.3. **Applicable Taxes.**
- 4.3.1. **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.



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4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. **Indemnification**



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- 6.2.1. **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. **Public Agency Language Only** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. **Indemnification - Patent and Copyright**. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. **Force Majeure**.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract



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Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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8. State's Contractual Remedies

- 8.1. **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Stop Work Order.**
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract



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performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. **Termination for Default.**
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).



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12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
D.H. PACE COMPANY, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to the State of Arizona Contract No. ADSP016-136735.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$45,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Repair, replacement and preventative maintenance of doors and gates for the Fleet Management Division of the Public Works Department.



Request for Quotations (RFP)
RFQ Part 2 of 2 - Offeror Submittal Forms

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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

DH Pace Company, Inc.

_____ Company Name		
616 W. 24th St		
_____ Address		
Tempe	AZ	85282
_____ City	_____ State	_____ Zip
Michael.Waldron@DHPace.com		
_____ Contact Email Address		

_____ Signature of Person Authorized to Sign Offer	
Michael Waldron	
_____ Sr. Vice President Printed Name	
_____ Title	
Phone:	(480) 557-7223
_____ Fax:	
	(480) 557-7232

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP016-136735

The effective date of the Contract is 9 June 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
 Awarded this 9 day of June 2016

 Procurement Officer

2016 Arizona Holidays

Jan 1	New Year's Day	Friday
Jan 18	Martin Luther King Day	Monday
Feb 15	Presidents' Day	Monday
May 30	Memorial Day	Monday
Jul 4	Independence Day	Monday
Sep 5	Labor Day	Monday
Oct 10	Columbus Day	Monday
Nov 11	Veterans' Day	Friday
Nov 24	Thanksgiving	Thursday
Dec 26	Christmas Day	(observed on the 26th)

	DURING BUSINESS HOURS Mon-Fri 7am-5pm										PM	
	Per Man Hour Labor Rate for Routine Service Call	Helper - Per Man Hour Labor Rate for Routine Service Call	Per Man Hour Labor Rate for Emergency Service Call During Business Hours	Helper - Per Man Hour Labor Rate for Emergency Service Call During Business Hours	Per Man Hour Labor Rate for Rushed Service Call During Business Hours	Helper - Per Man Hour Labor Rate for Rushed Service Call During Business Hours	Per Man Hour Labor Rate for Emergency Service Call After Business Hours	Helper - Per Man Hour Labor Rate for Emergency Service Call After Business Hours	Per Man Hour Labor Rate for Rushed Service Call After Business Hours	Helper - Per Man Hour Labor Rate for Rushed Service Call After Business Hours	Hour Labor Rate for Scheduled Preventative Maintenance During Business Hours 7:00 AM to 6:00	Helper - Per Man Hour Labor Rate for Scheduled Preventative Maintenance During Business Hours 7:00 AM to 6:00 PM
Commercial Entry Doors and Hardware (Mechanical, Operable, and Electromechanical Doors)	64	49	84	69	74	59		64	49			
Overhead Doors, Loading Dock Equipment, and Gates (Sectional, Rolling Steel, High Speed, Dock Levelers, Slide & Swing Gates, Barrier Gates, etc)	68	54	88	74	78	64	103			68	54	



Regions	Regular Rate During Business Hours				Rushed During Business Hours				Rushed After Business Hours/Weekend/Holiday				Emergency During Business Hours				Emergency After Business Hours/Weekend/Holiday				Preventive Maintenance During Business Hours				Other Time				Mileage Reimbursement
	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Lead Man	Helper	Per Truck		
Maricopa, Pinal, & Gila Counties (REGION 4)	Commercial Entry Doors, Hardware & Automatic Doors	64	49	74	59	89	69	84	99	79	64	49	50	35	state mileage reimbursement rate														
	Overhead Doors, Loading Dock Equipment, and Gates	68	54	78	64	93	74	88	103	84	68	54	50	35	state mileage reimbursement rate														
	Commercial Entry Doors, Hardware & Automatic Doors	68	49	78	59	93	69	88	103	79	68	49	50	35	state mileage reimbursement rate														
	Overhead Doors, Loading Dock Equipment, and Gates	72	54	82	64	97	74	92	107	84	72	54	50	35	state mileage reimbursement rate														
Coconino & Yavapai Counties (REGION 3)	Commercial Entry Doors, Hardware & Automatic Doors	79	49	89	59	104	69	99	114	79	79	49	50	35	state mileage reimbursement rate														
	Overhead Doors, Loading Dock Equipment, and Gates	84	54	94	64	109	74	104	119	84	84	54	50	35	state mileage reimbursement rate														
Mohave, La Paz, Yuma, Apache, Maricopa, Graham, Greenlee, & Cochise Counties (REGIONS 1,2,5,6)	Commercial Entry Doors, Hardware & Automatic Doors	84	54	94	64	109	74	104	119	84	84	54	50	50	state mileage reimbursement rate														
	Overhead Doors, Loading Dock Equipment, and Gates	89	59	99	69	114	79	109	124	89	89	59	65	50	state mileage reimbursement rate														

Manufacturer	Discount Off List Price	Description
BEA	20%	Automatic door controllers, sensors, and maglocks
Best Access Systems	30%	Door Hardware and Access Control
Corbin Russwin	30%	Door Hardware
Door Control Services	10%	Automatic Pedestrian Door parts
Falcon	40%	Door Hardware
Glynn Johnson	35%	Overhead door holders and push/pull latches
Ives	40%	Hinges, door stops, hooks and coordinators
LCN	30%	Door closers and operators
LCN Auto Operators	25%	Automatic door operators
McKinney Hinges	10%	Door hinges, closers, hardware, electrical hinges
MS Sedco	25%	Sensors and switches APD
PBB	25%	Hinges
Pemko	40%	Continuous hinges & weather stripping
Precision	35%	Door Hardware
Record	5%	Automatic Operators
Rixson	45%	Automatic operators, strikes, pivots
Rockwood	30%	Door pulls and trim hardware
Sargent	30%	Door hardware
Schlage	30%	Door hardware
Schlage Electronics	20%	Electrified door hardware, access control devices, sensors
Select	40%	Continuous hinges & weather stripping
Von Duprin	20%	Door hardware
Yale	20%	Door Hardware
Curries	50%	Hollow Metal
Steelcraft	40%	Hollow Metal
OHD Sectional	10%	Overhead Doors
OHD Sectional Options	0%	Overhead Doors
OHD Rolling	10%	Overhead Doors
OHD Rolling Options	0%	Overhead Doors
OHD Operators	10%	Overhead Doors
OHD Operator Options	0%	Overhead Doors
Multi-Fab	20%	Dock Parts
Miller Edge	10%	Safety Edges
Blue Giant	5%	Dock Levelers
		Slats, Sections, Rollers, Guides, Track, Dock Bumpers, Retainer,
BAAN Item Master	20%	Seal, Springs, etc
All Other Manufacturers	20%	All Manufacturers not listed above

Rental Aerial Lift & Forklift Equipment

Applicable when Rental Equipment used within 50 mile radius

Standard Scissor Lift	250 per day
Boom Lift	450 per day
Standard Forklift	300 per day
Reach Forklift	450 per day

Outside 50 mile radius

All Rental Equipment charged at cost plus 5%