ARIZONA DEPARTMENT OF PUBLIC SAFETY
SOLICITATION AMENDMENT

2102 West Encanto Blvd.
Phoenix, Arizona 85009
(602) 223-2451/2452

SOLICITATION NO. RFQ R9-9-007 **AMENDMENT NO. 1**

SOLICITATION DUE DATE: November 19, 2008 **TIME 5:00 P.M. MST**

Procurement Specialist:
Carol J. Wilson

The following clarification/change is being made to Furnish & Installation of Ornamental Iron Fencing and gates, Department of Public Safety, Metro East Office, 15600 North 78th Street, Scottsdale

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THE SOLICIATION DUE DATE HAS BEEN CHANGED TO NOVEMBER 19, 2008 AT 5:00 P.M.

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SCOPE OF WORK/SPECIFICATIONS

Page 13, sub-paragraph 2.3.4.8 **adds** the following information:

2.3.4.8 Fencing contractor shall coordinate with the DPS security contractor for installation of automated gate operators for the drive gates. **The successful contractor will be provided with the name of the Arizona Department of Public Safety security contractor. The make and model of the swing gate operator is Elite, ½ h p CSW 200-UL.**

In the event you have already submitted a bid you may do the following in accordance with A.R.S. 41-2533, A.A.C. R2-7-B304 which states:

A. An offeror may modify or withdraw its offer, in writing, before the offer due date and time.
B. The agency chief procurement officer shall place the document submitted by the offeror in the procurement file as a record of the modification or withdrawal.

Additionally, if withdrawal is made in person a bidder or the bidder's authorized representative may withdraw the bid in person if, before the time and date set for bid opening, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid. Identity may be established with a valid, current Driver's License.

PLEASE SIGN, DATE AND RETURN THIS SOLICITATON AMENDMENT WITH YOUR OFFER.

All other provisions of the Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and understanding of above amendment. Signature Date Typed Name and Title Name of Company	The above referenced Solicitation Amendment is hereby executed this 13th Day of November 2008 at Phoenix, Arizona L. E. Himmelstein, Chief Procurement Officer

Request For Quotation

SOLICITATION NO.: R9-9-007

PAGE 1

Furnish & Installation of Ornamental Iron Fencing and gates, Department of Public Safety, Metro East Office, 15600 North 78th Street, Scottsdale

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009
PO Box 6638
Phoenix, AZ 85005-6638
Tele: (602) 223-2452
Fax: (602) 223-2944

Quotations will be received until 5:00 P.M. MST on: November 14, 2008	RFQ Number: **R9-9-007** Date Published: November 3, 2008

SMALL BUSINESS SUPPLIER QUOTATION – THIS IS NOT A PURCHASE ORDER

Quotations for the materials or services specified herein will be received by the Arizona Department of Public Safety (DPS) Finance Division, 2102 W. Encanto Blvd. P.O. Box 6638 Mail Drop 1330, Phoenix Arizona 85005 until the date and time cited above. Quotations may be Hand Carried, Mailed or faxed (see special instructions section entitled submission of quotations). **Offerors should read this RFQ in its entirety before submitting a quotation along with submitting any and all supplemental information, samples, etc. requested herein for DPS evaluation.**

PROCUREMENT SPECIALIST: Carol Wilson

DESCRIPTION

Furnish & Installation of Ornamental Iron Fencing and gates, Department of Public Safety, Metro East Office, 15600 North 78th Street, Scottsdale

The Arizona Department of Public Safety (DPS) is seeking quotations for the furnishing of all labor, materials, equipment, transportation, construction, services, permits, insurance's, all applicable taxes, and all other items of expense required to furnish/install ornamental iron fencing and gates at the DPS Metro East Office, 15600 North 78th Street, Scottsdale in accordance with the terms, conditions, specifications, scope of work and drawings contained herein including such amendment(s) hereto that may be issued prior to the public opening of this Request for Quotation (RFQ) for the total lump sum price of.

_____ $ _____

Offered prices shall be shown in both words and figures. In the event of a discrepancy in the amount shown in words shall govern.

Offeror to supply its Arizona State Contractor License #_____

Pre Offer Site Visit will be held on: **Friday, November 7, 2008 at 9:00 a.m.**

Please contract Mr. Tom Heideman at (602) 223-2470 if you plan on attending the site visit.

Offeror to complete this section

Prompt Payment Discount: If payment is made within _____days after receipt of goods or services, DPS is entitled to a discount of _____% off offered pricing. Should the offeror fail to complete this section DPS Finance will assume that no payment discount is offered. DPS reserves the right, at its sole discretion to make payments within the offered timeframe at the discount rate offered or to make payments in accordance with the States standard payment procedures.

An Equal Employment Opportunity Agency

SPECIAL INSTRUCTIONS TO OFFERORS

(RFQ) Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform Terms and Conditions (Incorporated herein by reference) -full text version is available for view and download at www.azeps.az.gov in the procurement document section;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions to Offerors;
8. Uniform Instructions to Offerors (Incorporated herein by reference) - full text version is available for download at www.azeps.az.gov in the procurement document section;
9. Other documents referenced or included in the Solicitation.

Definitions: Where the term "Owner" is used it shall mean DPS Facilities Management Bureau Project Manager.

Duty to Examine: It is the responsibility of the Offeror to examine the entire solicitation, seek clarification in writing (inquiries), and examine its offer for accuracy before submitting an offer. Should the offeror (including its primary and/or secondary subcontractors) find discrepancies, omissions, ambiguities or conflicts in the solicitation or should the offeror be in doubt as to the true meaning contained in the solicitation, the offeror may submit to DPS purchasing a written request for an interpretation within 10 days from the Invitation for Bid's due date and time for proper consideration. Interpretations of the solicitation will be made only by an amendment. The offeror submitting the request shall be responsible for its prompt delivery. The owner shall not be responsible for oral instructions.

Lack of care in preparing an offer shall not be grounds for modifying or withdrawing an offer after the due date and time, nor shall it give rise to any contract claim. Any inquiry that results in changes to the solicitation shall be answered solely through a written solicitation amendment. An Offeror may not rely on verbal responses to its inquiries.

Certifications: By signing the offer and acceptance sheet contained herein, the Offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99.4 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. In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
5. In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan

Solicitation Contact Person: Inquiries related to this solicitation, including those related to product specifications and/or performance standards shall be directed to the procurement specialist whose name is listed herein or in their absence, designated DPS Finance section personnel. The Offeror shall not contact or direct inquiries concerning this solicitation to other DPS personnel unless specifically instructed herein.

Arizona Department of Public Safety
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Fax: (602) 223-2944

Pre Offer Site Visit: Prospective offerors are invited to attend a site visit tour of the site location contained herein on November 7, 2008 for the purposes of examining the physical site/work conditions.

Site/Work Investigation: By signing the offer and acceptance form the Offeror acknowledges examination of the work site and/or plans and specifications including but not limited to those related to transportation, disposal, handling and storage of materials, water, electric power, road conditions and any other physical site/work conditions required to ensure the performance of the work is done as specified herein. The Offeror further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials and/or obstacles that may be encountered. Failure by the Offeror to acquaint itself with all available information related to performance of the work as specified herein shall not relieve it from the responsibility for estimating properly the difficulty and cost of successfully performing the work as specified herein. DPS shall assume no responsibility for any conclusions or interpretations make by the Offeror on the basis of available information.

Offerors Business Status: The Offeror should complete the Small, Minority, Woman Owned Business Certification section of the offer and acceptance section contained herein. In the event that this section is not completed, DPS Finance, at its sole discretion may request the information from the offeror. If requested, the offeror shall provide the information within 10 days of notification or as specified in the written request. Failure to provide the information within the stated time frame may result in the quotation being deemed non-responsive and therefore not considered for award.

Submission of Quotations: Quotations may be submitted in a sealed envelope or package with the solicitation number and the offeror's name and address clearly marked or sent via facsimile to (602) 223-2944 Quotations must be in the actual possession of the Arizona DPS, Finance Division, 2102 W. Encanto Blvd. P.O. Box 6638 Mail Drop 1330, Phoenix Arizona 85005 on or prior to the date and time cited on the cover page of the RFQ. Envelopes and packages shall be opened to identify contents if they are not clearly identified.

Taxes: The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. All applicable taxes, including sales tax shall be included in the total lump sum price offer.

Questions: Questions pertaining to this solicitation shall be directed to Carol Wilson, Procurement Specialist, at (602) 223-2452.

Late Quotations: Quotations received after the due date and time specified herein shall not be considered (A.R.S. §41-2533 & A.A.C. R2-7-B307).

Opening of Quotations: This is an informal procurement therefore quotations shall not be opened publicly.

Contract Award: The agency chief procurement officer shall award a contract to the small business determined to be most advantageous to the state in accordance with the evaluation factors identified herein. Only a small business shall be awarded a contract unless:

1. The purchase has been unsuccessfully competed under R2-7-D303,including failure to obtain fair and reasonable prices; or
2. The agency Chief Procuremnt Officer has made a written determination that restricting the purchase to small business is not practical under the circumstances.

- Small Business Definition: A for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year (R2-7-101, paragraph 48).

Small, women- or minority-owned businesses are also encouraged to submit quotations.

- Minority or Women Owned Business (Definition): A business that is at least 51% minority and/or women owned.

Public Record: All quotations submitted in response to this Request for Quotation shall become the property of the state and shall become a matter of public record, subsequent to the award, as provided for by the Arizona Procurement Code.

I.T. 508 Compliance: Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the offeror shall notify the procurement officer in writing at least five days before the offer due date and time.

Federal Immigration Laws, Compliance by State Contractors: By signing the Offer the Offeror warrants compliance with the Federal Immigration and Nationally Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The offeror shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through any resultant contract term. The offeror and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

Offshore Performance of Work: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

Executive Order 2007-03 Improving Air Quality: By signing the Offer Submittal for, the Offeror agrees to comply with Executive Order 2007-03 as it applies to this project.

Special Considerations: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

SPECIAL TERMS AND CONDITIONS

The State's Uniform Terms and Conditions: The States Uniform Terms and Conditions are incorporated herein by reference -full text version is available for view and download at www.azeps.az.gov in the procurement document section.

Eligible Agency: This contract is for the exclusive use of the Arizona Department of Public Safety (DPS).

Contract Type: Firm fixed price one time contract.

Licensing: All contractors performing work within the State of Arizona shall be properly licensed by the State of Arizona's Registrar of Contractors for Scope of Work which they are contracting.

Safety Standards: All items and/or services supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code and The National Fire Protection Association standards. Security and safety shall be the responsibility of the contractor.

Inspections & Code Compliance: The contractor shall be responsible for obtaining all required, inspections as required by any governing authority, Federal, City, County or State regulations. The contractor shall also arrange for all inspections that may be required by any governing authority, Federal. City, County or State. All costs associated with compliance to this provision shall be borne by the contractor.

All construction shall conform to all applicable codes where the project is located including, but not limited to, safety, building, electrical, and mechanical codes of the Federal, City, County, and State and the requirements and regulations of all other governing agencies having jurisdiction.

Delivery/Worksite Location: The total lump sum price shall include all deliveries/construction/installations as required herein. The contractor shall retain title and control of all goods until they are delivered, received and contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

Notice to Proceed: The contractor shall not commence any work under this contract until Contractor receives written notice to proceed by the owner. The notice to proceed shall cite the correct Arizona Department of Public Safety contract number.

Protection of DPS Buildings, Adjacent Structures, Equipment, Grounds and Vegetation: The contractor shall use reasonable care to avoid damaging existing buildings, adjacent structures, equipment, grounds and vegetation while at the worksite All contractor caused damage shall be repaired or replaced immediately or as mutually agreed upon by the contractor and DPS. Repairs and/or replacements shall be subject to approval by DPS. All costs associate with the repair and/or replacement of contractor caused damage shall be borne by the contractor.

Should the contractor fail or refuse to make such repairs or replacements within established time frames and or to DPS's satisfaction, the contractor shall be subject to all legal and contractual remedies available to DPS inclusive of, but not limited to, deduction from the contract price, contract cancellation, suspension and/or debarment.

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Time of Completion: The contractors work shall be substantially/finally competed within 120 calendar days of receipt of notice to proceed and totally and finally completed within 10 days from acceptance of substantial completion or as mutually agreed upon or amended in writing between the contractor and the owner.

Purchase Orders: The owner shall issue a purchase order for the material, service or construction covered by this contract. All such documents shall reference the contract number as indicated on the owner and contractor's agreement form contained herein.

Billing: All billing notices shall include contractual payment terms, contract number, line item number, and serial number if applicable. All billing shall be made in arrears.

Payment: Payment for services rendered under this contract shall be made in arrears. Contractor shall submit an invoice, upon completion of the project, to the Arizona Department of Public Safety - Finance Section - Mail Drop 1330; P.O. Box 6638, Phoenix, Arizona 85005-6638. The invoice must contain contractor's company name, current Arizona Department of Public Safety purchase order number, contract number and the month/year services were provided. Payments shall be made in accordance with A.R.S. Titles 35 and 41.

Indemnification: Contractor shall indemnify, defend, save and hold harmless the State of Arizona and the Department of Public Safety (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 university of the State of Arizona.*

Insurance Requirements The prospective contractor shall submit a certificate of insurance in accordance with the following requirements within 10 days after issuance of the ***Contingency to Award Notice*** or as mutually agreed upon in writing by the Arizona Department of Public Safety (DPS) Finance/Purchasing Unit and contractor. The certificate of insurance must be in the possession of the Arizona DPS Finance/Purchasing unit. Failure to submit a fully executed certificate of insurance within the time specified may result in the offer being considered non-responsive and ineligible for an award.

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in

connection with the performance of the work hereunder by the Contractor, his 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 might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury 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
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $ 50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Public Safety, its officers, officials, agents, and employees shall be named 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 against the State of Arizona and the Department of Public Safety, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Public Safety, ***its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

3. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability

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Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona and the Arizona Department of Public Safety, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona and the Department of Public Safety, its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Public Safety, Finance Section-Mail Drop 1330, P.O. Box 6638, Phoenix, Arizona 85005-6638** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements 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 and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Public Safety, Finance Section-Mail Drop 1330, P.O. Box 6638, Phoenix, Arizona 85005-6638**. 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, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Illegal/Non-Prescription Drugs, Alcohol and Weapons: Illegal/non-prescription drugs, alcohol and weapons (of any type) are not permitted on Arizona Department of Public Safety property (land or building). Any contractor or contractor employee possessing illegal/non-prescription drugs, alcohol and/or weapons (of any type) on Arizona Department of Public Safety property shall be immediately removed from the property and not be allowed future access.

Federal Immigration Laws, Compliance by State Contractors: By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationally Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

I.T. 508 Compliance: Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which required that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or

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personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

Executive Order 2007-03 Improving Air Quality: The Contractor shall comply with Executive Order 2007-03 as it applies to this project.

SCOPE OF WORK/SPECIFICATIONS

1. **General Requirements:** The contractor shall furnish all labor, materials, equipment, transportation, construction, services, permits, insurance's, all applicable taxes, and all other items of expense required to furnish & install ornamental iron fencing and gates at the DPS Metro East Office, 15600 North 78th Street, Scottsdale in accordance with the terms, conditions, specifications, scope of work and drawings contained herein including such amendment(s) hereto that may be issued prior to the public opening of this Request for Quotation (RFQ) for the prices set forth on the solicitations price sheet.

2. Specifications/Scope of Work

2.1. 6' high ornamental iron fencing as described below located as specified on attached drawing. Posts shall be secured in concrete footings (approximately 400 lineal ft).

2.2. 2 each 20' wide x 6' high ornamental iron double swing gates.

2.3. 1 each 3' wide x 6' high ornamental iron single swing (pedestrian) gate.

2.3.1. Materials - Fencing

2.3.1.1. Pickets shall be minimum 1"square galvanized steel tubing with 16 ga. wall thickness and 45,000 psi yield strength, with 4" maximum space between pickets. All pickets to he pressed pinched top, "Guardsman" by Merchant Metals, "Guardian" by Builders Fence, "Fortifier" by Master I-Ialco, "400 Series Property Guard" by Anchor Fence "Aegis II Classic by Ameristar.

2.3.1.2. Rails shall be minimum lx 1½" galvanized steel "U" channel with 11 ga. wall thickness and 50,000 psi yield strength.

2.3.1.3. Posts for 6' high fence shall be minimum 3" square galvanized steel tubing with 12 ga. wall thickness, 8' on center.

2.3.1.4. Post Caps: Cast aluminum or malleable iron or formed steel manufactured to form a weather-tight closure. Caps to be flat top style on all posts.

2.3.2. Materials - Gate

2.3.2.1. Pickets on all ornamental picket gates shall be 1" square tubing with 16 ga. wall thickness. All pickets to be pressed pinched top. "Guardsman" by Merchant Metals, "Guardian" by Builders Fence, "Fortifier" by Master Halco, "400 Series Property Guard" by Anchor Fence, "Aegis II Invincible" by Ameristar.

2.3.3. Swing Gates

2.3.3.1. Ornamental picket swing gate frames to be fabricated of galvanized steel tubing, structural steel having a 45,000 psi tensile strength. Members to be welded with stainless steel rods. Forming a rigid

one piece unit. Vertical upright members 2" square, 13 ga metal thickness.

2.3.3.2. Horizontal rails shall be 'U' channels, formed of hot rolled, structural steel, 1-3/8" wide by 1-1/2" high, 11 gauge metal thickness.

2.3.3.3. Hinges shall grip post and frame firmly to prevent slippage, and shall allow gate leaf to swing 180E.

2.3.3.4. Gate posts on vehicle swing gates shall be 6" square, with ¼" wall thickness.

2.3.3.5. Gate post brackets, latch and keepers are galvanized steel.

2.3.3.6. Pedestrian gates shall be self closing with Kant-Slam, or approved equal closure and equipped with Schlage storeroom function knob loekset 626 finish, double cylinder lock assembly, with spring latch. Lock cylinders to be six-pin. zero-bit. "E" keyway.

2.3.3.7. Gate posts on pedestrian gates shall be 3" square, with 12 ga. wall thickness.

2.3.3.8. Double gates consist of 2 each of the above gate panels.

2.3.3.9. All gate posts shall be set at a minimum depth of 36". Posts to be set 6"above bottom of excavation. Diameter of footing shall be 4 times the diameter of the post.

2.3.3.10. Concrete footings for all gates shall be 3000 psi compressive strength at 28 days. Concrete to be trowel finished and sloped for all water to drain away from post.

2.3.3.11. Install gates plumb, level and secure for full opening without interference.

2.3.4. **General**.

2.3.4.1. It shall be the Contractor's responsibility to include all necessary engineering, calculations, specifications and drawings to comply with all codes and ordinances as may he required.

2.3.4.2. It shall be the Contractor's responsibility to submit shop drawings to the Department of Public Safety Facilities Management Bureau for approval before starting work on this project.

2.3.4.3. It shall be the Contractor's responsibility to verify all dimensions and field conditions prior to submitting their bid.

2.3.4.4. Install all posts and sections plumb and level in accordance with plans in a workmanlike manner. Tops of all fencing shall be level, except when necessary to compensate for grade changes.

2.3.4.5. Finish: All primary components (pickets, rails, posts, gates, and caps) shall receive a thorough cleaning and pre-treatment (an iron phosphate pre—treatment to promote adhesion and a non-chromatic conversion coating to seal the surface and provide additional corrosion protection). A polyester powder is applied by electrostatic spray method to a thickness of 3 mils and baked at 450EF

until cured. Color to be black.

2.3.4.6. Drive gates shall be considered as Fire Department vehicle access gates and shall conform to City of Scottsdale requirements.

2.3.4.7. Quality standards for material and workmanship shall be equal to the ornamental iron fencing installed at 20th Avenue and Encanto Blvd. and 20th Avenue and Lewis within the DPS campus in Phoenix.

2.3.4.8. Fencing contractor shall coordinate with the DPS security contractor for installation of automated gate operators for the drive gates.

2.3.4.9. Fencing contractor and DPS project manager shall jointly determine in the field the exact fencing jogs to avoid existing trees on the west side of the property.

2.3.4.10. **Site Clean Up:** Upon completion of work the contractor shall remove all materials/debris from the jobsite.

Request For Quotation

SOLICITATION NO.: R9-9-007

Furnish & Installation of Ornamental Iron Fencing and gates, Department of Public Safety, Metro East Office, 15600 North 78th Street, Scottsdale

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009
PO Box 6638
Phoenix, AZ 85005-6638
Tele: (602) 223-2452
Fax: (602) 223-2944

This procurement is being issued in accordance with the requirements established under A.R.S. §41-2535, applicable administrative rules and Governor's Executive Order No. 2007-21.

In accordance with A.R.S. §41-2535, paragraph B: Any procurement which does not exceed the aggregate dollar amount of less than fifty thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director.

Arizona Administrative Rule (A.A.C.) R2-7-101, Definitions, Paragraph 48 defines "Small Business" as a for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year.

Minority or Women Owned Businesses are those defined as: A business that is at least 51% minority and/or women owned.

Offeror shall certify its business status by checking the applicable box/category listed below

☐ Small Business	☐ Woman Owned Business	☐ Small, Woman Owned Business
☐ Small Business, African American Owned	☐ Woman Owned Business, African American	☐ Small, Woman Owned Business, African American
☐ Small Business, Asian Owned	☐ Woman Owned Business, Asian	☐ Small, Woman Owned Business, Asian
☐ Small Business, Hispanic Owned	☐ Woman Owned Business, Hispanic	☐ Small, Woman Owned Business, Hispanic
☐ Small Business, Native American Owned	☐ Woman Owned Business, Native American	☐ Small, Woman Owned Business, Native American
☐ Small Business, Other Owned	☐ Woman Owned Business, Other	☐ Small, Woman Owned Business, Other
☐ Minority, African American Owned Business		
☐ Minority, Asian Owned Business		
☐ Minority, Hispanic Owned Business		☐ Non-Profit Organization
☐ Minority, Native American Owned Business		☐ Disabled Owned Business
☐ Minority Owned Business, Other		☐ Non-Small, Non-Minority, Non-Woman Owned

TO THE ARIZONA DEPARTMENT OF PUBLIC SAFETY: 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 & certifies its business status as one of the above.

Company Name _____ Date: _____

Address _____

City, State, Zip _____

Name of company personnel authorized to sign offer

Printed Name/Title: _____ Signature: _____

Federal Tax ID No. _____ Federal Employer Identification Number _____

Phone No: _____ Facsimile No. _____ E-Mail Address _____

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

State of Arizona
Awarded this _____ **day of** _____ **Year**

DPS Chief Procurement Officer or Authorized Designee

An Equal Employment Opportunity Agency

Request For Quotation

SOLICITATION NO.: R9-9-007

Furnish & Installation of Ornamental Iron Fencing and gates, Department of Public Safety, Metro East Office, 15600 North 78th Street, Scottsdale

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PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
	A	
INSURED	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	(,000)
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐				COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	$ $ $ $
	PROFESSIONAL LIABILITY ☐ TYPE _____ ☐ CLAIMS MADE ☐ OCCURRENCE				EACH OCCURRENCE AGGREGATE	$ $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	$ $ $
	BUILDERS RISK					
	OTHER:					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
State of Arizona Arizona Department of Public Safety P.O. Box 6638 – MD 1330 Phoenix, Arizona 85005-6638 ATTN: Carol Wilson	_____ SIGNATURE DATE:_____

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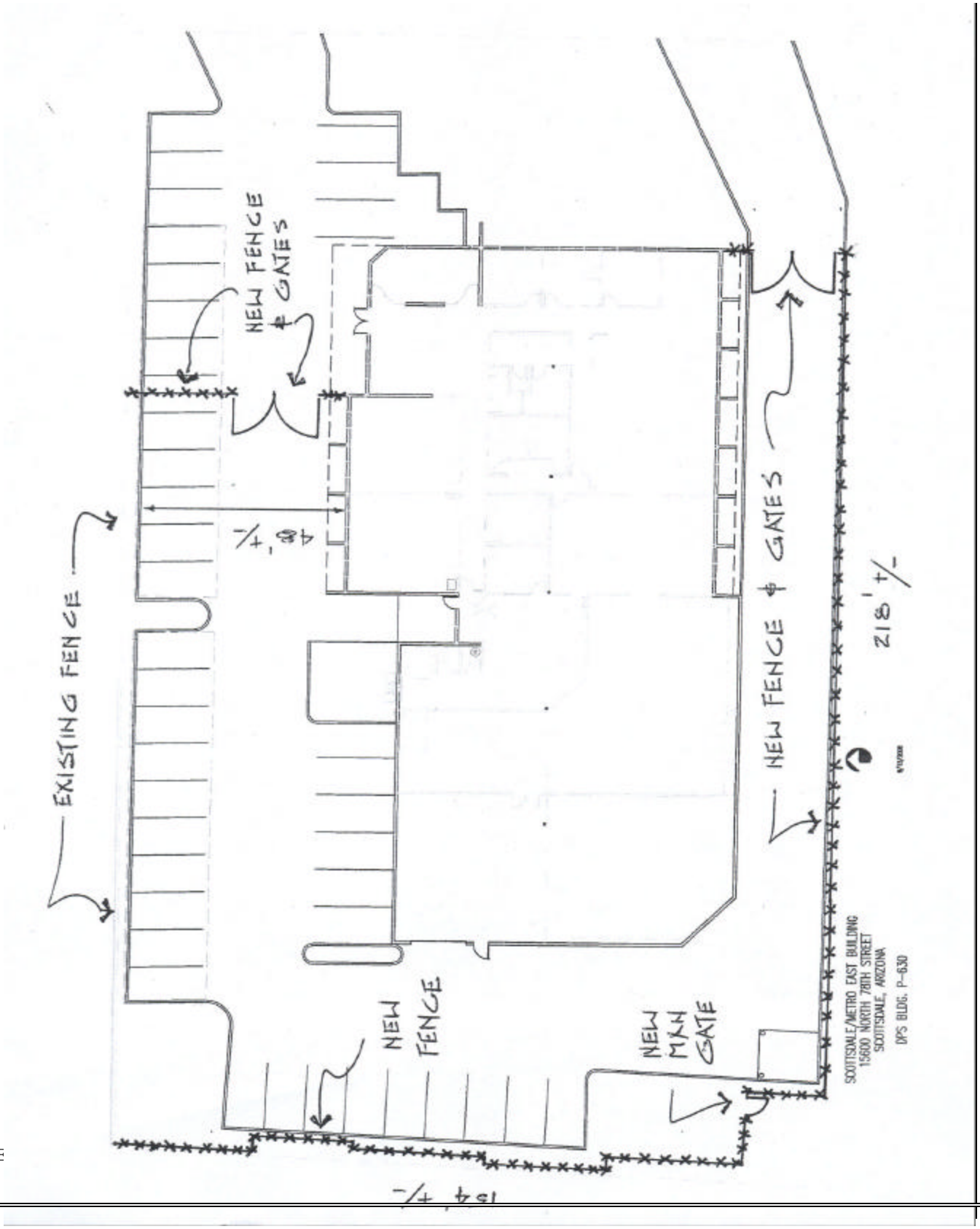

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SCOTTSDALE, ARIZONA

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End of Solicitation R9-9-007