

SERIAL 04091 S FENCING, CHAIN LINK: REPAIR, REPLACEMENT AND RENTAL

DATE OF LAST REVISION: February 21, 2008 CONTRACT END DATE: September 30, 2009

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **FENCING, CHAIN LINK: REPAIR, REPLACEMENT AND RENTAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 22, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Clerk of the Board
Richard Crago, Facilities Management

(Please remove Serial 01177 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: FENCING, CHAIN LINK: REPAIR, REPLACEMENT AND RENTAL (NIGP 33013)

1.0 INTENT:

The intent of this Invitation For Bids is to award a service contract to the most responsive/responsible contractor(s) to provide chain link fence repairs, chain link fence remove and replace, chain link fence rental, and repair/replace chain link manual and automatic gate systems, on an as-needed basis for various Maricopa County agencies. This contract is not for the purchase and installation of chain link fencing as new installation only.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

2.0 TECHNICAL SPECIFICATIONS:

2.1 CONTRACTOR REQUIREMENTS:

The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to complete the specifications herein.

2.2 SERVICE HOURS TO THE COUNTY:

2.2.1 BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.2.2 AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning.

2.2.3 WEEKEND AND HOLIDAY shall be work performed during Saturday, Sunday or during any County holiday.

2.3 RESPONSE TIMES:

2.3.1 Response time to all BUSINESS HOURS repair service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during BUSINESS hours, which shall be four (4) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.3.2 AFTER HOURS and WEEKENDS/HOLIDAY repair request shall have a four (4) hour response time.

2.4 TRIP CHARGES:

Trip charges are allowed when the contractor arrives on site and is unable to locate someone who knows anything of the call, sometimes referred to as a dead-end call --or-- the contractor examines the problem and nothing is found to be wrong and therefore actual labor is not initiated. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual fence work is initiated (Exceptions: if outside the 25-mile radius).

2.5 SERVICE OUTSIDE THE 25-MILE RADIUS:

An imaginary circular boundary, with Materials Management Department, 320 W. Lincoln St., Phoenix, AZ, as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time. This service rate shall commence when contractor's staff arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

2.6 FENCE RENTAL:

Rentals shall be for chain link panels and ancillary components. Rental fees shall be priced per foot, per month. Separate pricing to include delivery, set-up and eventual takedown and removal from site. Any fence rented by the County that incurs damage (other than damage caused by the County) will be repaired or replaced by the Contractor at no additional cost to the County. Damaged caused by County will be repaired or replaced at prevailing rates as bid in Attachment A, PRICING.

Rental fence placed by the Contractor for the County that turns-up up missing/stolen shall be replaced immediately and the cost of such replacement incurred by the County. This would include the cost of the panel, and labor to re-install.

Should the County agency request a rented fence be terminated prior to the end of the prevailing month (When renting on month-to-month basis), the billing shall be prorated to a daily rate for that month and so noted on the invoice. There is a penalty to the County if renting for the long-range rental (6-month minimum) and should the County agency cancel prior to the 6-month minimum.

2.7 IN/OUT CHARGES, FENCE RENTAL:

This charge for labor paid upfront for delivery and install, and billed again after subsequent removal.

2.8 GATE REPAIRS:

Gate types are sliding (chain link/tube steel type) and swing (chain link/tube steel type), operated either manually or electrically. Electronic card access and swing-arm types shall not be part of this contract.

2.9 PROJECT WORK AND TIME AND MATERIALS:

2.9.1 Project work shall mean work performed on major fence work, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. The contractor assigned to this contract shall meet with the County agency at the site and ascertain what work and materials will be required. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

2.9.2 After site review of the project, the Contractor must submit the project quote sheet back to the County requestor.

2.9.3 The submitted project price quote shall be all-inclusive. The Contractor shall absorb any cost overruns; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the County user agency prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment.

2.9.4 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. It is not necessary to list parts/components when billing as a project. One all-inclusive price plus applicable tax as stated above.

2.9.5 The project quote sheet will contain the following information:

The contract serial number;
Name and address of site;
Detailed scope of work,
Line item, project cost,
Deadlines for quote delivery,

If the contractor utilizes his or her own project quote sheet, ALL TERMS AND CONDITIONS SHALL BE DELETED FROM THEIR QUOTE SHEET, AND THERE SHALL BE NO REQUIRED SIGNATURE line. The reason for this is the terms and conditions are those established under this agreement, not what the contractor has on his/her quote sheet. For signature requirements, only the Board of Supervisors is authorized to bind the County, not a County employee. The County agency may use a quote sheet under their letterhead in place of the Contractor's quote sheet signed by the County staff and the Contractor.

2.9.6 Acceptance of the project from the County shall be verbal, or on County letterhead from the County agency, with a notice to proceed letter.

2.9.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.

2.9.8 Time And Materials:

This contract may also be used for time and materials work (not to exceed \$5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the labor rates. The contractor of record having the lowest labor rate shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest labor rate. The County must document this via a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

The Contractor, when submitting a quote to perform a T&M task, shall use his/her quote as an "estimate" (Note: the same rules apply as stated above – all terms and conditions are to be deleted and no signature required). The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

If additional labor, material, and/or repairs are needed after the estimate sheet has been authorized and the actual work has started, the vendor must immediately notify the County's designated representative prior to performing the additional work and receive authorization to continue at additional cost. Failure to comply with the above stated conditions shall result in the contractor assuming all responsibility and it will exempt Maricopa County from any explicit or implied responsibility for any liability or additional costs incurred by such action.

Labor time charged shall be for two fence technicians only. If additional fence technicians are necessary, must be pre-approved by the County. Any exceptions are at Contractor's cost.

2.10 INVOICING:

All invoicing for time and materials shall be sent to the County agency that has requested the services of the Contractor. All T & M invoicing MUST include:

Purchase order number (or if P-card is used, so noted in P.O. field);
Terms as bid;
Contract serial number;

Job site name and address;
Description of work performed (either “repairs” or “fence rentals”);
Itemized parts description and quantities (if applicable);
Price of parts (if applicable);
Total labor hours (MUST delineate if ‘after hours’ or ‘Sunday/holiday’ rates are billed);
Labor charges as bid;
Applicable sales tax on parts;
Grand total of invoice.

In order to facilitate necessary audit procedures, Maricopa County may require the vendor to supply copy of time sheets or documents that itemize or substantiate actual labor hours invoiced to Maricopa County.

Invoicing for project work must contain:

Contract serial number;
Purchase order number (If used);
Terms as bid;
Description of work performed;
Location of job site and agency;
Project cost as quoted;
Applicable construction tax if required (65% of retail tax rate);
Grand total.
Attached to the invoice must be the project quote sheet and all change orders.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.11 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.12 TAX:

No tax shall be levied against labor (Exceptions, project work). Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.13 DELIVERY:

It shall be the Contractor’s responsibility to meet the County’s delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.3.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.3.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.3.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.3.4 Certificates of Insurance.

3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.3.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, CONTRACT ADMINISTRATOR, FMD, 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

THERE WILL BE A PRE-BID CONFERENCE AT 09:30 A.M., ON TUESDAY, JULY 6, 2004 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, LIBERTY ROOM, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.9.1 Compliance with specifications

3.9.2 Price

3.9.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original and one (1) copy "hard copy" (labeled), and one (1) electronic copy of pricing on a 3.5" diskette in EXCEL format. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

ALLIED FENCING, 751 N FRESNO STREET, CHANDLER, AZ 85225

**PRICING SHEET C566002 / B0604796
NIGP CODE 33013**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO ~~05% REBATE~~
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.0 PRICING:

LABOR FOR GENERAL FENCE REPAIRS AND SERVICES:
(2-HOUR MINIMUM CHARGE)(2-MAN LIMIT)

- 1.1 LABOR, NORMAL BUSINESS HOURS: \$26.00 /PER MAN HR.
- 1.2 LABOR, AFTER HOURS: \$30.00 /PER MAN HR.
- 1.3 LABOR, WEEKENDS, HOLIDAYS: \$36.00 /PER MAN HR.

GATE REPAIRS:

- 1.4 LABOR, NORMAL BUSINESS HOURS: \$26.00 /PER MAN HR.
- 1.5 LABOR, AFTER HOURS: \$30.00 /PER MAN HR.
- 1.6 LABOR, WEEKENDS, HOLIDAYS: \$36.00 /PER MAN HR.

TRIP CHARGES:

- 1.7 TRIP CHARGE (SEE SECTION 2.4): \$75.00 /FLAT RATE

PARTS AND MATERIALS

- 1.22 COST PLUS 0 %
(SEE ATTACHED LETTER FROM VENDOR)

ALLIED FENCING, 751 N FRESNO STREET, CHANDLER, AZ 85225

Terms: 5% 30 DAYS, NET 31

Vendor Number: **W000004326 X**

Telephone Number: ~~602-430-9372 480-659-1804~~ **602/296-8830**

Fax Number: 480-659-1804

Contact Person: JESSE FLORES

E-mail Address: jflores4allied@aol.com

Company Web Site: www.allied2servu@aol.com

Insurance Certificate: Required

Contract Period: To cover the period ending **September 30, 2009**.

L. P. RENT-A-FENCE, STEEL INDUSTRIES, P.O. BOX 519 STANFIELD, AZ 85272
467, CASHION, AZ 85329 11215 W BUCKEYE ROAD, CASHION, AZ 85329

PRICING SHEET ~~C566002 / B0604796~~
NIGP CODE 33013

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO 01 % REBATE
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.0 PRICING:

LABOR FOR GENERAL FENCE REPAIRS AND SERVICES:
 (2-HOUR MINIMUM CHARGE)(2-MAN LIMIT)

TRIP CHARGES:

1.7 TRIP CHARGE (SEE SECTION 2.4): \$400.00 /FLAT RATE

CHAIN LINK PANEL RENTAL - MONTH-TO-MONTH:

1.8 UP TO 500 LF: \$0.35 /PER LF, PER MONTH
 1.9 501-1000 LF: \$0.25 /PER LF, PER MONTH
 1.10 OVER 1000 LF: \$0.20 /PER LF, PER MONTH

CHAIN LINK PANEL RENTAL - 6-MONTH MINIMUM:

1.11 UP TO 500 LF: \$0.25 /PER LF, PER MONTH
 1.12 501-1000 LF: \$0.20 /PER LF, PER MONTH
 1.13 OVER 1000 LF: \$0.15 /PER LF, PER MONTH
 1.14 PENALTY FEE IF REMOVED BEFORE
 1.15 6-MONTH MINIMUM: REVERTS TO APPLICABLE MONTH TO MONTH RATE.

OTHER RENTAL CHARGES:

1.16 IN/OUT CHARGES: \$0.95 /PER OCCURRENCE, PER L.F.
 1.17 RELOCATE: \$0.60 /PER LF
 1.18 RESET: \$0.35 /PER LF
 1.19 PARTIALLY DAMAGED PANEL: \$45.00 /PER PANEL (SEE SECTION 2.6)
 1.20 TOTALLY DAMAGED PANEL: \$85.00 /PER PANEL (SEE SECTION 2.6)
 1.21 HAND CARRY TO SITE: \$3.60 /PER PANEL

L. P. RENT-A-FENCE, STEEL INDUSTRIES, P.O. BOX 519 STANFIELD, AZ 85272
467, CASHION, AZ 85329 11215 W BUCKEYE ROAD, CASHION, AZ 85329

PARTS AND MATERIALS

1.22 COST PLUS 30 %

Terms: 1% 10 DAYS, NET 30

Vendor Number: ~~W000001481~~ **W000012075** X

Telephone Number: ~~623-936-1996~~ **623-907-4257**

Fax Number: ~~623-936-9145~~ **623-907-2739**

Contact Person: ~~Damian Zavala~~ **Richard Rolan**

E-mail Address: damian@lpsteelindustries.com

Company Web Site: www.lpsteelindustries.com

Insurance Certificate Required

Contract Period: To cover the period ending **September 30, 2009.**