LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BIDDLE & BROWN FENCE COMPANY, LLC

This Linking Agreement ("Agreement") is entered into as of this day of , 2023, between the City of Glendale, an Arizona municipal corporation ("City"), and BIDDLE & BROWN FENCE COMPANY, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On May 30, 2022 under 1 GPA Cooperative Purchasing Agreement, the Mary C. O'Brien Accommodation School/Pinal County ESA entered into a contract with Contractor to purchase the goods and services described in the Contract No. 22-12P-02 for Fencing Products and Services ("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 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 May 30, 2022, until the date the contract expires on May 30, 2024 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 May 30, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 30, 2024. The City may extend the term of this Agreement for 3 additional one-year extentions until the Cooperative Purchasing Agreement expires on May 30, 2027. Glendale extensions are not automatic and shall only occur if the City gives the Contractor notice of its intent to extend. The

City may give the Contractor notice of its intent to extend this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such extension.

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 nine hundred thousand dollars ($900,000) for the entire term of the Agreement (initial term plus any extensions).

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. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   a. the forced labor of ethnic Uyghurs in the People's Republic of China;

   b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11.

12. 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 Charles Thomas
6210 W. Myrtle Ave. Suite 111
Glendale, AZ 85301

And

BIDDLE & BROWN FENCE COMPANY, LLC
c/o Scott Biddle
895 W. Elwood St.
Phoenix, AZ 85041

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: _____
Kevin R. Phelps
City Manager

"Contractor"

BIDDLE & BROWN FENCE COMPANY, LLC, an Arizona limited liability company

By: _____
Name: Scott Biddle
Title: 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
BIDDLE & BROWN FENCE COMPANY, LLC

EXHIBIT A
1 GPA Contract No. 22-12P-02 for Fencing Products and Services

The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency of 1Government Procurement Alliance:

Invitation for Bid # 22-12P
Fencing Products and Services

Bid Due Date and Time: April 6, 2022 at 11:00 A.M. Arizona Time

IFB Opening Location: Opening will be held publicly online through Vast Conference. Use the link below to join the conference.
Join from PC or Mac: https://meet.vastconference.com/43837524
Call by Phone: Toll-Free US/CAN 1-800-719-7514
Enter Conference Code: 438375

Electronic Submittals: OpenGov Procurement – https://secure.procurenow.com/portal/1GPA
See enclosed information for submittal instructions.

Last Day for Questions: March 25, 2022 at 5:00 p.m.

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received electronically by 1GPA, via OpenGov Procurement, until the time and date cited. Bids received by the correct time and date shall be opened, via OpenGov Procurement, and the vendor's name and pricing shall be publicly read at the location indicated above. All other information contained in the Bid shall remain confidential until award is made. Late solicitations shall not be considered.

To be considered, solicitations shall be submitted electronically via OpenGov Procurement, https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to:

Rebecca Seifert, Procurement Specialist
Email: rseifert@1gpa.org
Phone: 866-306-3893

Jill Broussard

Jill Broussard, Superintendent
Pinal County ESA

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date Issued: February 15, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, **Click Here** to be re-directed to 1GPA website available at:
http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

UNIFORM INSTRUCTIONS TO BIDDERS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. **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 Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through March 25, 2022 by 5:00 p.m. Request may be transmitted via email. Responses and addenda to this IFB, if necessary, are scheduled to be issued by March 29, 2022 at 5:00 p.m. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Rebecca Seifert, Procurement Specialist at rseifert@1GPA.org or submitted via the OpenGov Procurement portal located at https://secure.procurenow.com/portal/1GPA.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder 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 written Solicitation Amendment or Addendum.

F. **Bid Opening:** Bids shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Bids shall be opened immediately following the bid due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

G. **Time Stamp**: Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Bid Preparation**

A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Bids** - The Bid and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder 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 referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.

H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Bid 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 Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;

3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions;
8. Uniform Instructions to Bidders.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Bid**

A. **Bid Submission** - Each Bid shall be submitted electronically to OpenGov Procurement by the due date and time at https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider a bid submitted by any other method other than OpenGov Procurement.

B. **Bid Amendment or Withdrawal –** A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time designated in the Solicitation (or as amended in writing by 1GPA). A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.

C. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Bidder believes that its Bid contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. Requests to deem the entire Bid as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid and that the Bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and

2. It does not discriminate against any employee, 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 all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Bidder 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 Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency 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; and

6. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.

8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, 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.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).

D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

F. **Payment** - 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 within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Bid and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Bid and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA/lead agency representative, Christy Knorr, Vice President.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's 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.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing –**

   A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

   B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

   C. **Cooperative Purchasing Contracts** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

   Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

   D. **Non-Exclusive Contract** - Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

   E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Mary C. O'Brien Accommodation School/Pinal County ESA.

2. **Contract Interpretation**

   A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

   For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

   B. **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.

   C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

   D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

   E. **No Parol 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.

   F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed 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**

A. **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 ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times 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 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA 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 notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.

I. **Purchase Orders/Contracts** - All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **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 Member 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.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. 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 an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or 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 and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - 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.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

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; injections-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.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. 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
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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 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.

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.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

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

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

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

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members 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.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **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 licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of 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, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA 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, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA 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 1GPA is, or becomes at any time while the Contract or an extension 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.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA 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 1GPA 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 making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, 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.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. 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.

F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation**: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

H. **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**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent 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 school district(s) or charter school(s) 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.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member 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.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting bids must complete the 2CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on May 30, 2022 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. If a firm submitting a Bid requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Bid. Partial bids will be accepted.

6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become a part of 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.

7. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

8. **BID ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

9. **ELECTRONIC SUBMITTAL - REQUIRED:** **An electronic submission is required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

10. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and pricing submitted shall be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

SPECIAL TERMS AND CONDITIONS

11. **TIME STAMP** Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

12. **AWARD**: Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

13. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of it's Members. Bidder should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA. Bidders are not required to Bid on all items specified in this Bid.

14. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

15. **PRICING:** Contract pricing must be based upon:
    1) Fixed discount(s) off published price list(s) or catalog(s)
    2) Firm fixed price
    3) A combination of the above

16. **COMBINATION PRICING:** Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

17. **DISCOUNTS:** Discount bids must clearly identify the minimum percentage of discount to apply to either a manufacturer's published price list, vendor published catalog, advertised price list, or shelf prices for contract purchases as applicable. The manufacturer's price list and/or catalog must be a formally published list for general distribution. At the time of purchase, Contractor may offer deeper discounts, based on volume or other factors, as applicable. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. There will be no reduction of minimum discount(s) during the term of the contract.

18. **PRICE STRUCTURES:** Contractors are responsible for providing copies of or access to current product prices.

    List Price/Catalogs: Pricing can be provided via an MSRP, a manufacturer's list price, a vendor's catalog, or price list, etc. Contractors shall continuously monitor and provide price updates when available.

Verifiable Price Index: A 24/7 publicly available and verifiable price schedule can be provided. This dynamic pricing structure is updated automatically as the advertised price updates to market conditions and competitive benchmarking. This ensures that Members receive savings as the Contractor recognizes them.

19. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

20. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

21. **VOLUME DISCOUNTS:** The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract.

22. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this IFB. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

23. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

24. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be $1 Million annually. A current list of 1GPA Members may be found at:

    https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

    1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

25. **SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed as indicated under the pricing submittal to Member's location. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

26. **DELIVERY:** Unless otherwise agreed upon between the Member and the Contractor, delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Bidder shall be responsible for delivery of items in good condition at point of destination, and return of all items that do not meet specifications. Bidder shall file with carrier all claims for breakage, imperfections and losses,

which will be deducted from invoices. The receiving Member will report to the successful Bidder when packages are not received in good condition.

27. **INSTALLATION AND TRAINING:** Proposed price for initial installation must include complete installation along with any necessary supplies for the initial start-up. The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment. Installation shall not be considered complete until key operators have been trained.

28. **PROTECTION OF MEMBERS:** The Bidder shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Bidder shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

    The successful Bidder shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

29. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any vendor but is only enumerated in order to advise potential Bidder of the requirements of 1GPA. Any Bid which proposes like quality, design or performance will be considered.

30. **NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

31. **DEFECTIVE PRODUCTS:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.

32. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the agency Member Representative.

33. **SAFETY STANDARDS:** All items 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.

34. **RESPONSIBILITY OF BIDDERS:** Factors to be considered in determining if a Bidder is responsible may include:
    A. The Bidder's financial, material, personal and other resources, including subcontractors;
    B. The Bidder's record of performance and integrity;
    C. Whether Bidder is qualified legally to contract with the public entity;
    D. Whether Bidder supplied all necessary information concerning its responsibility;
    E. Complaints on file with the Registrar of Contractors;
    F. Prior litigation history.

35. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

SPECIAL TERMS AND CONDITIONS

36. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Attach photocopy of license as requested in the "Vendor Submissions" section of the OpenGov Procurement online portal.

37. **FEES AND PERMITS:** Upon request of the Member, Contractor will be responsible for obtaining any and all permits required to perform installation. The installation shall be in complete compliance with all governing agencies including but not limited to City Building and Fire Codes. All required fees and permits must be included in the total Bid price as a pass-through cost (no markup) when pricing is submitted to 1GPA Member for each project.

38. **INSPECTION:** The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

39. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

40. **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

    If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

    Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

41. **WARRANTY:** All workmanship shall be warranted for a minimum of two (2) years from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project. All products and equipment shall be covered by the manufacturer's standard warranty.

42. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

43. **INSURANCE:** Bidder agrees to maintain such insurance as will fully protect Bidder, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to 1GPA Members.

    Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

44. **KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

    A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

    B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the 1GPA Member and shall, subject to the concurrence of the Member, replace such personnel with personnel of substantially equal ability and qualifications.

45. **DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY:** Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporated herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

46. **EMPLOYEE IDENTIFICATION:** All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items may result with the employee being escorted off property.

47. **BID SECURITY:** School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.
Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Bid. Acceptable bid security for this solicitation will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.
Scan and upload a copy of the bid security under item 7.2 "Bid Security Form" in the Vendor Submissions section of the project on the OpenGov Procurement online portal. Mail the original bid security no later than the bid due date and time addressed to:

1GPA
Attn: Rebecca Seifert
1910 West Washington Street
Phoenix, AZ 85009

SPECIAL TERMS AND CONDITIONS

48. **PERFORMANCE AND PAYMENT BONDS:** Performance and Payment Bonds between the 1GPA member and the prime contractor shall be executed on forms substantially equivalent to the forms provided at the end of this solicitation document.

Upon execution of a contract between 1GPA member and prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1103 as applicable. The prime contractor agrees to notify the 1GPA member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with 1GPA may be terminated. The contractor may be asked to supply copies of performance and payment bonds to 1GPA for administrative purposes.

Performance Bond - The Contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the 1GPA Member, binding the Contractor to provide faithful performance of the contract.

Payment Bond - The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the 1GPA Member.

49. **MEMBER DELAYS**: As required by R7-2-1087(D), the Contractor will negotiate with 1GPA Member for the recovery of damages related to expenses incurred by the Contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation does not void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.

50. **PROGRESS PAYMENTS:** R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA member. It is the responsibility of the 1GPA member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the 1GPA member issues a written statement to the Contractor that the estimate of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that the 1GPA member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Bidder agrees to hold 1GPA harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed upon in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

51. **RETENTION:** Ten (10) percent of all contract payments shall be retained by the 1GPA member as insurance of proper performance of the Contractor. Contractor agrees to identify the amount to be retained on invoices to 1GPA member for each progress payment.

When the contract is fifty (50) percent completed, one half of the amount retained shall be paid to the Contractor upon the Contractor's requests provided the Contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the Contractor is making satisfactory progress on the project, except if at any time the governing board of the Member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the 1GPA member and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G). If a substitute security is agreed to, the prime contractor must provide 1GPA member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against 1GPA member.

Notwithstanding R7-2-1104(A), there shall be no retention for job-order-contracting construction services contracts.

SCOPE OF WORK

1) PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish contracts with responsive/responsible contractors that provide fencing products and services to be utilized by 1GPA Members nationally on an as-needed basis.

1GPA 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 best interest of the Members of 1GPA.

2) BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Pinal County Education Service Agency's (PCESA) Mary C. O' Brien Accommodation District (MCOB) acts as a Lead Agency for 1GPA. PCESA provides programs and services for approximately 45,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by PCESA is a large Indian community including parts of the Tohono O'odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2017 was 430,200 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office.

1GPA currently holds contract 17-04P Fencing Products and Services with two (2) vendors. The contract is in the fifth and final year, expiring May 30, 2022 at which time this contract will become effective.

3) REFERENCE SPECIFICATIONS:

Products and services provided under this contract shall comply with all state, local and federal laws, statutes, ordinances and codes and be in accordance with the standards and specifications set forth by the American National Standards Institutes (ANSI – https://www.ansi.org) and the American Society for Testing Materials (ASTM – https://www.astm.org).

4) SCOPE OF WORK

The scope of work for this solicitation includes an extensive and comprehensive array of fencing products and services as outlined herein. This is NOT an "All or Nothing" bid. Bidders are encouraged to submit bids on single or multiple categories and/or for single or multiple regions. The categories listed represent the products and services needed, however this is not intended to be a comprehensive list. The contract will include any related products and services:

4.1 ***Fencing Products***: Fencing products may include, but are not limited to:

- Chain link fencing including stainless steel, galvanized, powder coated, vinyl coated, privacy vinyl coated, etc.
- Barbed wire fencing
- Woven wire fencing
- Snow fencing

- Ornamental fencing
- Temporary fencing
- Wood fencing
- Gates, gate automation and associated hardware/hinges
- Cut posts/rails
- Line fittings such as tension bands, brace bands, tension bars, rail ends, sleeves, dome caps, eye tops, barb arms, line rail clamps, steel plates, and nuts and bolts.
- Miscellaneous fencing items such as tension wire, tie wire, hog rings, truss rods, truss tighteners, stud anchors, barbless wire and razor ribbon.
- Slats – plastic, wood

4.2 ***Shipping***

4.2.1 Emergency or rush deliveries requested by the Member that require special shipping and handling charges may be at the Member's expense, but only with prior written approval from the Member. Emergency or rush shipping charges shall be added to an invoice as a separate line item.

4.2.2 In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.

4.2.3 The Member reserves the right to examine freight cost and route shipments with their own contracted carrier.

4.2.4 Under no circumstances shall the Contractor increase their profit margin through shipping charges.

4.3 ***Installation, Repairs, Maintenance and Removal Services***

4.3.1 Contractor shall have the licenses, tools, equipment, materials, and technical ability to provide services.

4.3.2 The Contractor shall provide all labor, supervision, transportation, equipment (including personal protection equipment), tools, and all effort necessary to complete fencing projects. Planning, programing (automatic gates, entry devices, etc.), administration and management services necessary to complete the work performed under this contract are also included.

4.3.3 The Contractor shall protect existing structures to prevent damage and shall restore damaged structures to their original state. Trees and existing vegetation shall be protected against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic or parking of vehicles within a drip line.

4.3.4 Any worked performed under this contract shall be compliant with manufacturer recommendations as to not void any applicable warranties.

4.3.5 Contractor shall remove small trees, shrubs, grass and other vegetation, improvements or obstructions as indicated in the Scope of Work for the specific project if applicable. Removal includes digging out and off-site disposing of stumps and roots. Site clearing is considered incidental to the removal of fencing.

4.3.6 Contractor shall remove from Member's property and legally dispose of all waste materials including but not limited to fencing, fence fabric, posts, supports, rails, gates, panels, other fence appurtenances, concrete, asphalt, excess soil and vegetative matter removed during the construction of the project. Disposal of materials is considered incidental to the removal of fencing.

4.3.7 Rental machinery and equipment such as, but not limited to backhoes, jackhammers, concrete cutters, excavators, chain hoists, man lifts, etc. may be invoiced at the rental charge plus an administrative mark-up (flat fee) as defined within this contract if and only if, approved in advance by the Member.

4.3.8 Prior to starting any work, Contractor shall notify the Member of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution. Contractor shall obtain approval from the Member prior to using any alternate specifications for any work to be performed under the contract.

4.3.9 All work shall be accomplished in a manner to match adjacent existing work in the same area where practicable. Contractor will not alter Member's existing facilities without prior approval from Member.

4.3.10 Upon request from Member, Contractor shall obtain permits required for a job. Member shall reimburse Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

4.3.11 Where there is work that will interfere with the normal flow of traffic, the Contractor shall submit to the Member and any applicable jurisdictions for approval a plan for the maintenance of traffic through the construction area. This plan should show the type of warning signs, barricades, traffic cones, etc., and their placement and where flagmen, if necessary, will be stationed. The Contractor shall not begin any work which will interfere with any traffic until the plans are approved by the appropriate parties.

4.4 ***Change Orders:*** All change orders shall be approved by the Member in writing prior to the start of work. Contractor shall keep a record at jobsite of all changes and corrections to the layouts shown in the drawings and record all changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "Record Drawings As-Built," or similar notation. Record Drawings shall include the actual location of all sub surface utility lines, and any overhead obstructions, as applicable.

4.5 ***Safety:*** Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

- All employees on the worksite and all other persons who may be affected thereby.
- All the work, materials, and equipment to be incorporated therein.
- Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

4.6 ***Rental Services:*** Rental agreements between the Contractor and any Member for temporary fencing are allowable under this Contract.

5) SCHEDULING REQUIREMENTS

5.1 Contractor shall coordinate all service schedules with the Member. Services should be available 24 hours a day, 7 days a week, 365 days a year.

5.2 Labor rates bid shall include all direct labor, supervision, overhead, tools, and common expendables. Labor rates shall be divided into the following categories:

5.2.1 **Regular Service**: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

5.2.2 **After Hours**: work performed after 6:00 PM and before 6:00 AM the next morning.

5.2.3 **Weekends & Holidays:** work performed Saturday, Sunday, or during a holiday.

5.2.4 Contractor shall contact the Member within four (4) hours after Contractor receives a request from the Member for regular service and after-hours work, and within two (2) hours for an emergency callback.

6) ORDERING AND JOB COMPLETION PROCESS

6.1 **Request for Service:** The 1GPA Member will notify the Contractor of the need for fencing related services. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

6.2 **Site Visit:** Dependent upon the complexity/nature of the project, a site visit may be held by the Member to allow the contractor(s) to inspect and observe important issues regarding the project to ensure accurate cost estimates.

6.3 **Project Quotations:** After a site review of the project, Contractor shall submit the project quote to the Member within the specified time frame. Quotes should be easily verifiable against the contract pricing and include the 1GPA contract number.

6.4 **Purchase Order:** The Member shall issue a purchase order upon approval of the quotation and prior to the commencement of any work. The purchase order should reference the 1GPA contract number.

6.5 **Delivery and Installation:** Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received unless otherwise agreed upon by the Member and the Contractor.

6.6 **Preconstruction Meeting:** When requested by the Member, the Contractor will arrange a meeting at the site with the supervisor and the Member to review site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc.

6.7 **Final Inspection:** Each job will have a final inspection by the Member and/or governing authorities prior to final payment. Deficiencies shall be corrected within three (3) business days unless otherwise agreed upon between the Member and the Contractor.

6.8 **Invoicing:** After completion of services, the Contractor shall submit a detailed invoice to the Member. The invoice should be easily verifiable against the contract pricing schedule and shall include the Member's purchase order number, the 1GPA contract number and the job location.

Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted. A flat administrative fee may be added as a separate line item in accordance with the contract rates.

6.9 **Payment After Job Completion:** Payment shall not be provided until inspection is completed and an approval signature is provided by authorized Member representative. In case of non-satisfactory completion of any individual project, the Member reserves the right to withhold payment as permissible by law.

6.10 **Progress Payments** - Members may make progress payments under the following conditions:

6.10.1 Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order

6.10.2 Purchase order describes the amounts or percentages and the dates or frequency of payments

6.10.3 Payments are made in full compliance with Member's local governing entity rules

7) OTHER

Other supplementary products and services associated with fencing projects (not as standalone services) may include, but are not limited to:

- Masonry repairs/replacements
- Earthwork
- Tree trimming, removal, stump removal
- Painting services
- Accessories such as windscreens, sports padding, etc.

SUBMITTAL REQUIREMENTS

1. SUBMITTAL REQUIREMENTS

ELECTRONIC SUBMITTAL - REQUIRED: An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in this Solicitation or as amended in writing by 1GPA. Bids will not be received or considered after the time stated in this Solicitation (or as amended). Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least ONE (1) day before Bid Due Date and Time to begin the uploading process and to finalize your submission.

2. BID FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPENGOV PROCUREMENT:

Each bid should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting bids in response to this Solicitation. Complete each section on the OpenGov Procurement platform for this project. Items marked with an asterisk require a response to submit your bid. Failure to include the requested information may have a negative impact on the evaluation of the bid.

3. PRICING TABLE

Complete the pricing tables in OpenGov Procurement for this project. **You must enter a minimum discount, maximum cost, or No Bid for each line item as indicated on every table.** Additional pricing information may be uploaded under item 6. "Cost" of the Vendor Submission section of this project on the OpenGov Procurement online portal.

Any reference to a manufacturer is not intended to limit or restrict a bid by any vendor but is only enumerated in order to advise potential bidders of the requirements of 1GPA. Any like manufacturers/items will be considered.

4. AMENDMENT ACKNOWLEDGEMENT

Solicitation amendments shall be acknowledged through the OpenGov Procurement portal during bid submission. If an amendment is issued after your bid has been submitted to the portal, you must log back in, unsubmit your bid, acknowledge the new amendment and resubmit the bid. Click the "?" in the top right corner of the home screen to access the OpenGov Procurement Help Center or use the chat feature in the lower right-hand corner to ask for assistance from OpenGov Procurement.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of_____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of _____, with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____), for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____, for the material, service or construction

described as _____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, convenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, convenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here. (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____,to construct and complete a certain

work described as_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____day of _____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at http://help.procurenow.com/en/collections/1392366-vendor-guides for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create a OpenGov Procurement Account:**

   - Register to access solicitation documents and upload responses at **https://secure.procurenow.com/portal/1GPA** by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at **https://secure.procurenow.com/portal/1GPA.**

2. **Prepare your submission materials:**

   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://secure.procurenow.com/portal/1GPA**

   - Your submission must be uploaded, submitted, and finalized prior to the Closing Time of

     APRIL 6, 2022 11:00 AM ARIZONA TIME OR AS AMENDED

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

4. **Important Notes:**

   - Each item of Requested Information/Document will only be visible after the Closing Time.

   - Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

   - You will receive an email confirmation with a date/time stamp once you finalize your submission.

   - Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Android and IOS devices.

Contract Extension/Amendment

March 1, 2023

Biddle & Brown Fence Co. LLC
895 West Elwood Street
Phoenix, AZ 85041
Attn: Scott Biddle (scott@bbfco.com)

Re: Extension Agreement for Contract #22-12P-02, Fencing Products and Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until May 30, 2024. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☐ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☐ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☐ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☐ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

☒ No price updates at this time. Current pricing on file is accurate.

☐ Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).

☐ Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
Printed Name: Scott Biddle	
Title: President	Date: March 3rd 2023
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: Vice President	Date: 3/9/2023
Pinal County ESA Authorized Signature:	
Printed Name: Jill Broussard Jill M. Broussard	
Title: Superintendent	Date: 3/9/2023

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BIDDLE & BROWN FENCE COMPANY, LLC

EXHIBIT B
Scope of Work

PROJECT

This is a specific project from the CIP budget to install a decorative metal fence around the cemetery to secure the location prior to installing columbarium's at the site.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BIDDLE & BROWN FENCE COMPANY, LLC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with section 3 of this agreement..

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 $900,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor a compensation in accordance with the rates set forth in the 1 GPA Contract No. 22-12P-02 for Fencing Products and Services for fencing and services made at the City Cemetery on an as needed basis.

4/4/2022

BBF
BIDDLE & BROWN
FENCE COMPANY

1GPA CONTRACT #22-12P

JOB NAME: **DATE:**

QUAN	ITEM #	ITEM	MEASURE	DESCRIPTION	COST	TOTAL
		CHAIN LINK POSTS & FRAMEWORK				
	1000	1 3/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS20, GALV	3.07	$0.00
	1001	1 5/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS20, GALV	3.09	$0.00
	1002	1 7/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS20, GALV	3.74	$0.00
	1003	2 3/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS20, GALV	5.38	$0.00
	1004	2 7/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS20, GALV	7.21	$0.00
	1010	1 5/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS40, GALV	4.20	$0.00
	1011	1 7/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS40, GALV	5.02	$0.00
	1012	2 3/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS40, GALV	6.93	$0.00
	1013	2 7/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS40, GALV	10.36	$0.00
	1014	4"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS40, GALV	14.70	$0.00
	1015	6 5/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS40, GALV	35.00	$0.00
	1016	8 5/8"	PER FOOT PRICE	CHAIN LINK FRAMEWORK - SS40, GALV	53.20	$0.00
		CHAINLINK FABRIC GALVANIZED BEFORE WEAVING				
	2000	2" MESH X 11 GA. X 36"	PER FOOT PRICE	CHAIN LINK FABRIC	2.41	$0.00
	2001	2" MESH X 11 GA. X 42"	PER FOOT PRICE	CHAIN LINK FABRIC	2.82	$0.00
	2002	2" MESH X 11 GA. X 48"	PER FOOT PRICE	CHAIN LINK FABRIC	3.58	$0.00
	2003	2" MESH X 11 GA. X 60"	PER FOOT PRICE	CHAIN LINK FABRIC	4.00	$0.00
	2004	2" MESH X 11 GA. X 72"	PER FOOT PRICE	CHAIN LINK FABRIC	4.81	$0.00
	2005	2" MESH X 11 GA. X 84"	PER FOOT PRICE	CHAIN LINK FABRIC	5.60	$0.00
	2006	2" MESH X 11 GA. X 96"	PER FOOT PRICE	CHAIN LINK FABRIC	7.17	$0.00
	2007	2" MESH X 9 GA. X 36"	PER FOOT PRICE	CHAIN LINK FABRIC	3.61	$0.00
	2008	2" MESH X 9 GA. X 42"	PER FOOT PRICE	CHAIN LINK FABRIC	4.20	$0.00
	2009	2" MESH X 9 GA. X 48"	PER FOOT PRICE	CHAIN LINK FABRIC	4.93	$0.00
	2010	2" MESH X 9 GA. X 60"	PER FOOT PRICE	CHAIN LINK FABRIC	6.03	$0.00
	2011	2" MESH X 9 GA. X 72"	PER FOOT PRICE	CHAIN LINK FABRIC	7.23	$0.00
	2012	2" MESH X 9 GA. X 84"	PER FOOT PRICE	CHAIN LINK FABRIC	8.42	$0.00
	2013	2" MESH X 9 GA. X 96"	PER FOOT PRICE	CHAIN LINK FABRIC	9.86	$0.00
	2014	2" MESH X 9 GA. X 120"	PER FOOT PRICE	CHAIN LINK FABRIC	12.04	$0.00
	2015	2" MESH X 9 GA. X 144"	PER FOOT PRICE	CHAIN LINK FABRIC	14.45	$0.00
		FUSED/BONDED VINYL COATED CHAINLINK				
	2100	2" MESH X 9 GA. CORE/10 GA. FIN. X 36"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	5.70	$0.00
	2101	2" MESH X 9 GA. CORE/10 GA. FIN. X 42"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	6.65	$0.00
	2102	2" MESH X 9 GA. CORE/10 GA. FIN. X 48"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	7.39	$0.00
	2103	2" MESH X 9 GA. CORE/10 GA. FIN. X 60"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	9.50	$0.00

4/4/2022

JOB NAME: **DATE:**

QUAN	ITEM #	ITEM	MEASURE	DESCRIPTION	COST	TOTAL
	2104	2" MESH X 9 GA. CORE/10 GA. FIN. X 72"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	11.39	$0.00
	2105	2" MESH X 9 GA. CORE/10 GA. FIN. X 84"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	13.30	$0.00
	2106	2" MESH X 9 GA. CORE/10 GA. FIN. X 96"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	14.78	$0.00
	2107	2" MESH X 9 GA. CORE/10 GA. FIN. X 120"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	18.99	$0.00
	2108	2" MESH X 9 GA. CORE/10 GA. FIN. X 144"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	22.81	$0.00
	2109	3 1/2" X 5 1/2" PRIVACY VINYL COATED 96"	PER FOOT PRICE	CHAIN LINK FABRIC VINYL COATED GREEN/BLACK	23.80	$0.00
		CHAIN LINK GATES				
	3000	3' WIDE UP TO 5' WIDE	PER SQUARE FOOT	CHAIN LINK GATES	15.38	$0.00
	3001	6' WIDE UP TO 12' WIDE	PER SQUARE FOOT	CHAINLINK GATES	10.00	$0.00
	3002	13' WIDE AND OVER	PER SQUARE FOOT	CHAINLINK GATES	8.00	$0.00
		PIPE BARRIER GATES				
	3010	PIPE BARRIER GATES	PER LF	2 3/8" SS-40 FRAME - PAINTED	120.12	$0.00
		CHAIN LINK GATE FITTINGS				
	4000	TROLLEY ASSEMBLY & TRACK FOR 10' WIDE GATE	EACH	OVERHEAD SLIDE GATE FITTINGS AND BEAMS	304.92	$0.00
	4001	DOUBLE WHEEL ASSEMBLY - 6" WHEELS	EACH	SLIDING GATE ACCESSORIES	47.52	$0.00
	4002	DOUBLE WHEEL ASSEMBLY - 8" WHEELS	EACH	SLIDING GATE ACCESSORIES	82.46	$0.00
	4003	PNEUMATIC DOUBLE WHEEL ASSEMBLY - 10" WHEELS	EACH	SLIDING GATE ACCESSORIES	248.56	$0.00
	4004	SAFETY REAR WHEEL - 5" MALLEABLE	EACH	SLIDING GATE ACCESSORIES	46.20	$0.00
	4006	REAR WHEEL BRACKET, 1 7/8" FRAME	EACH	SLIDING GATE ACCESSORIES	5.29	$0.00
	4008	UNIVERSAL TRACK BRACKET, FITS 2 3/8" OR 2 7/8" POST	EACH	SLIDING GATE ACCESSORIES	18.48	$0.00
	4009	FLAT BACK TRACK BRACKET FOR 1 5/8" TRACK	EACH	SLIDING GATE ACCESSORIES	18.48	$0.00
	4010	SWING GATE SWIVEL WHEEL - 6" FOR 1 7/8" FRAME	EACH	SLIDING GATE ACCESSORIES	62.09	$0.00
	4011	V-GROOVE WHEEL - 6" - ELITE	EACH	SLIDING GATE ACCESSORIES	249.48	$0.00
	4100	FORK LATCH - 1 7/8" X 2 3/8"	EACH	GATE LATCHES	13.86	$0.00
	4101	FORK LATCH - 1 7/8" X 2 7/8"	EACH	GATE LATCHES	17.94	$0.00
	4102	FORK LATCH - 1 7/8" X 4"	EACH	GATE LATCHES	18.48	$0.00
	4103	DUCKBILL GATE HOLDBACK, GALVANIZED	EACH	GATE LATCHES	23.28	$0.00
	4104	INDUSTRIAL DROP ROD ASSEMBLY	EACH	DROP ROD LATCH FOR DOUBLE CHAIN LINK GATES	46.20	$0.00
	4105	3/4" LOCKABLE CANE BOLTS	EACH	DROP ROD LATCH FOR DOUBLE CHAIN LINK GATES	64.68	$0.00
	4199	2 3/8" 180 DEGREE INDUSTIAL HINGE	PAIR	INDUSTRIAL GATE HINGE	38.50	$0.00
	4200	2 7/8" 180 DEGREE INDUSTIAL HINGE	PAIR	INDUSTRIAL GATE HINGE	40.00	$0.00
	4201	4" 180 DEGREE INDUSTIAL HINGE	PAIR	INDUSTRIAL GATE HINGE	45.00	$0.00
	4202	6 5/8" 180 DEGREE INDUSTIAL HINGE	PAIR	INDUSTRIAL GATE HINGE	70.00	$0.00
	4203	8 5/8" 180 DEGREE INDUSTIAL HINGE	PAIR	INDUSTRIAL GATE HINGE	131.21	$0.00
	4204	2 7/8" COX HINGE	PAIR	INDUSTRIAL GATE HINGE	59.14	$0.00
	4205	4" COX HINGE	PAIR	INDUSTRIAL GATE HINGE	68.89	$0.00
	4206	6 5/8" COX HINGE	PAIR	INDUSTRIAL GATE HINGE	192.19	$0.00
	4207	8 5/8" COX HINGE	PAIR	INDUSTRIAL GATE HINGE	273.50	$0.00
	4208	J-BOLT HINGE - 5/8" X 4 1/2"	PAIR	J-BOLT MALE HINGES AND LAG SCREWS, GALV	14.51	$0.00
	4209	J-BOLT HINGE - 5/8" X 6"	PAIR	J-BOLT MALE HINGES AND LAG SCREWS, GALV	14.52	$0.00
	4210	CLAMP-ON POST HINGE - 2 7/8	PAIR	MALE GATE HINGE	11.09	$0.00
	4211	CLAMP-ON FEMALE GATE HINGE - 1 7/8"	PAIR	FEMALE GATE HINGE	5.54	$0.00
	4212	BULLDOG HINGE 2 3/8"	EACH	BULLDOG HINGE	25.00	$0.00

4/4/2022

JOB NAME: **DATE:**

QUAN	ITEM #	ITEM	MEASURE	DESCRIPTION	COST	TOTAL
	4213	HYDRAULIC CLOSER - KANT SLAM	EACH	GATE CLOSER	100.00	$0.00
		CHAIN LINK FITTINGS				
	4500	FITS 1 7/8" POST, 1 5/8" TOP RAIL	EA	STRAIGHT UP BARBED WIRE ARM	5.56	$0.00
	4501	FITS 2 3/8" POST, 1 5/8" TOP RAIL	EA	STRAIGHT UP BARBED WIRE ARM	6.89	$0.00
	4503	FITS 2 7/8" POST, 1 5/8" TOP RAIL	EA	STRAIGHT UP BARBED WIRE ARM	9.61	$0.00
	4504	FITS 1 7/8" POST, 1 5/8" TOP RAIL	EA	45 DEGREE BARBED WIRE ARM	4.73	$0.00
	4505	FITS 2 3/8" POST, 1 5/8" TOP RAIL	EA	45 DEGREE BARBED WIRE ARM	5.32	$0.00
	4506	FITS 2 7/8" POST, 1 5/8" TOP RAIL	EA	45 DEGREE BARBED WIRE ARM	11.83	$0.00
	4520	PRESSED STEEL GALV. LOOP CAPS, 1 5/8" X 1 5/8"	EACH	CHAIN LINK LOOP CAPS	3.52	$0.00
	4521	PRESSED STEEL GALV. LOOP CAPS, 1 7/8" X 1 5/8"	EACH	CHAIN LINK LOOP CAPS	3.52	$0.00
	4522	PRESSED STEEL GALV. LOOP CAPS, 2 3/8" X 1 5/8"	EACH	CHAIN LINK LOOP CAPS	4.49	$0.00
	4523	PRESSED STEEL GALV. LOOP CAPS, 2 7/8" X 1 5/8"	EACH	CHAIN LINK LOOP CAPS	3.84	$0.00
	4524	PRESSED STEEL GALV. LOOP CAPS, 4" X 1 5/8"	EACH	CHAIN LINK LOOP CAPS	9.20	$0.00
	4525	LINE RAIL CLAMP 6 5/8"	EACH	LINE RAIL CLAMP	9.70	$0.00
	4530	1 7/8" PRESSED STEEL	EACH	CHAINLINK POST CAPS - PS	1.55	$0.00
	4531	2 3/8" PRESSED STEEL	EACH	CHAINLINK POST CAPS - PS	1.74	$0.00
	4532	2 7/8" PRESSED STEEL	EACH	CHAINLINK POST CAPS - PS	2.51	$0.00
	4533	4" PRESSED STEEL	EACH	CHAINLINK POST CAPS - PS	4.44	$0.00
	4534	6 5/8" PRESSED STEEL	EACH	CHAINLINK POST CAPS - PS	25.58	$0.00
	4535	8 5/8" PRESSED STEEL	EACH	CHAINLINK POST CAPS - PS	40.95	$0.00
	4540	1 5/8" P.S. ONE HOLE	EACH	CHAIN LINK RAIL ENDS	2.45	$0.00
	4541	1 5/8" TWO-HOLE	EACH	CHAIN LINK RAIL ENDS	4.23	$0.00
	4550	2 3/8" BRACE BAND	EACH	BRACE BANDS	0.89	$0.00
	4551	2 7/8" BRACE BAND	EACH	BRACE BANDS	1.27	$0.00
	4552	4" BRACE BAND	EACH	BRACE BANDS	1.74	$0.00
	4553	6 5/8" BRACE BAND	EACH	BRACE BANDS	4.55	$0.00
	4554	8 5/8" BRACE BAND	EACH	BRACE BANDS	5.06	$0.00
	4561	1-5/8" X 6"	EACH	TOP RAIL SLEEVES, GALV	2.22	$0.00
	4570	1 3/8" TENSION BAND	EACH	CHAINLINK TENSION BANDS	0.50	$0.00
	4571	1 5/8" TENSION BAND	EACH	CHAINLINK TENSION BANDS	0.66	$0.00
	4572	1 7/8" TENSION BAND	EACH	CHAINLINK TENSION BANDS	0.83	$0.00
	4573	2 3/8" TENSION BAND	EACH	CHAINLINK TENSION BANDS	0.95	$0.00
	4574	2 7/8" TENSION BAND	EACH	CHAINLINK TENSION BANDS	1.03	$0.00
	4575	4" TENSION BAND	EACH	CHAINLINK TENSION BANDS	1.45	$0.00
	4576	6 5/8" TENSION BAND	EACH	CHAINLINK TENSION BANDS	4.11	$0.00
	4577	8 5/8" TENSION BAND	EACH	CHAINLINK TENSION BANDS	5.38	$0.00
	4578	TRUSS ROD 3/8" X 10'6"	EACH	TRUSS ROD	7.10	$0.00
	4580	34"	EACH	CHAIN LINK TENSION BARS	2.22	$0.00
	4581	46"	EACH	CHAIN LINK TENSION BARS	3.40	$0.00
	4582	58"	EACH	CHAIN LINK TENSION BARS	4.44	$0.00
	4583	70"	EACH	CHAIN LINK TENSION BARS	5.75	$0.00
	4584	82"	EACH	CHAIN LINK TENSION BARS	6.00	$0.00
	4585	94"	EACH	CHAIN LINK TENSION BARS	6.60	$0.00
	4586	118"	EACH	CHAIN LINK TENSION BARS	10.05	$0.00
	4587	142"	EACH	CHAIN LINK TENSION BARS	11.83	$0.00

4/4/2022

JOB NAME: **DATE:**

QUAN	ITEM #	ITEM	MEASURE	DESCRIPTION	COST	TOTAL
	4588	5/16" X 2" CARRIAGE BOLT/NUT	EACH	CARRIAGE BOLT	0.30	$0.00
	4589	9 GA. GALV. TENSION WIRE	LF	TENSION WIRE	0.19	$0.00
	4590	11 GA. TIE WIRES	EACH	WIRE TIES	0.09	$0.00
	4591	9 GA. TIE WIRES	EACH	WIRE TIES	0.18	$0.00
	4593	12-1/2 GA. STEEL	EACH	HOG RINGS	0.07	$0.00
	4594	9 GA. STEEL	EACH	HOG RINGS	0.12	$0.00
	4595	6 X 6 GALV PLATE WITH ANCHOR BOLTS	EACH	PLATES	36.96	$0.00
	4596	8" X 8" GALV PLATE WITH ANCHOR BOLTS	EACH	PLATES	51.74	$0.00
		BARBED WIRE & ACESSORIES				
	5000	2 PT BARBED WIRE, 12 1/2 GA.	ROLL - 1320LF	BARBED WIRE FENCING, GALV	120.00	$0.00
	5001	4PT BARBED WIRE 12 1/2 GA.	ROLL - 1320LF	BARBED WIRE FENCING, GALV	120.00	$0.00
	5002	BARBLESS WIRE 12 1/2 GA.	ROLL - 1320LF	BARBED WIRE FENCING, GALV	100.00	$0.00
	5003	RAZOR RIBBON, GALV./GALV. 18" DIA. X 50' ROLL	ROLL - 50'	RAZOR RIBBON	57.00	$0.00
	5010	6' 1.33 T-POST	EACH	T-POST	11.20	$0.00
		ACCESSORIES				
	5100	20 GA. GALV. B-DECK	PER SQ. FT.	B-DECK	16.00	$0.00
	5101	16 GA. PERFORATED METAL	PER SQ. FT.	PERFORATED	11.20	$0.00
	5102	6' SHADE SCREEN - 85%	PER LINEAL FT.	SHADE SCREEN	12.00	$0.00
	5103	PVC SLAT BOTTOM LOCK - 48"	PER LINEAL FT.	SLATS	10.31	$0.00
	5104	PVC SLAT BOTTOM LOCK - 72"	PER LINEAL FT.	SLATS	12.00	$0.00
		ORNAMENTAL IRON PANELS				
	6000	10' X 4' MODERN W/ 2" 11ga RAIL AND 1" PICKETS @ 4 1/2" O/C	EACH	TUBE STEEL FENCE PANELS	425.00	$0.00
	6001	10' X 4' REGAL W/ 2" 11ga RAIL AND 1" PICKETS @ 4 1/2" O/C	EACH	TUBE STEEL FENCE PANELS	551.92	$0.00
	6002	10' X 6' MODERN W/ 2" 11ga RAIL AND 1" PICKETS @ 4 1/2" O/C	EACH	TUBE STEEL FENCE PANELS	450.00	$0.00
	6003	10' X 6' REGAL W/ 2" 11ga RAIL AND 1" PICKETS @ 4 1/2" O/C	EACH	TUBE STEEL FENCE PANELS	722.96	$0.00
	6004	10' X 8' GUARDIAN W/ 2" 11ga RAIL AND 1" PICKETS @ 4 1/2" O/C	EACH	TUBE STEEL FENCE PANELS	900.00	$0.00
	6005	10' X 8' MODERN W/ 2" 11ga RAIL AND 1" PICKETS @ 4 1/2" O/C	EACH	TUBE STEEL FENCE PANELS	675.00	$0.00
	6006	10' X 8' REGAL W/ 2" 11ga RAIL AND 1" PICKETS @ 4 1/2" O/C	EACH	TUBE STEEL FENCE PANELS	845.00	$0.00
	6007	10' X 2' GUARDIAN FOR WALL MOUNT	EACH	TUBE STEEL FENCE PANELS	460.00	$0.00
		ORNAMENTAL IRON POSTS				
	7000	2" SQ. X 16 GA. ALL POSTS INCLUDE EPOXY PRIMER	PER LINEAL FT	TUBE STEEL POSTS	5.78	$0.00
	7001	2" SQ. X 14 GA.	PER LINEAL FT	TUBE STEEL POSTS	7.90	$0.00
	7002	2" SQ. X 11 GA.	PER LINEAL FT	TUBE STEEL POSTS	11.83	$0.00
	7003	2" SQ. X 1/4"	PER LINEAL FT	TUBE STEEL POSTS	18.90	$0.00
	7004	3" SQ. X 16 GA.	PER LINEAL FT	TUBE STEEL POSTS	10.82	$0.00
	7005	3" SQ. X 14 GA.	PER LINEAL FT	TUBE STEEL POSTS	12.44	$0.00
	7006	3" SQ. X 11 GA.	PER LINEAL FT	TUBE STEEL POSTS	16.57	$0.00
	7007	3" SQ. X 1/4"	PER LINEAL FT	TUBE STEEL POSTS	30.82	$0.00
	7008	4" SQ. X 11 GA.	PER LINEAL FT	TUBE STEEL POSTS	22.75	$0.00
	7009	4" SQ. X 1/4"	PER LINEAL FT	TUBE STEEL POSTS	42.78	$0.00
	7010	6" SQ. X 1/4"	PER LINEAL FT	TUBE STEEL POSTS	66.62	$0.00
	7011	8" SQ. X 1/4"	PER LINEAL FT	TUBE STEEL POSTS	95.31	$0.00

4/4/2022

JOB NAME: **DATE:**

QUAN	ITEM #	ITEM	MEASURE	DESCRIPTION	COST	TOTAL
		ORNAMENTAL IRON GATES				
	8000	4' HIGH MODERN ALL GATES INCLUDE EPOXY PRIMER	PER LINEAL FT	TUBE STEEL GATES	126.19	$0.00
	8001	4' HIGH REGAL	PER LINEAL FT	TUBE STEEL GATES	136.89	$0.00
	8002	6' HIGH MODERN	PER LINEAL FT	TUBE STEEL GATES	130.00	$0.00
	8003	6' HIGH REGAL	PER LINEAL FT	TUBE STEEL GATES	135.00	$0.00
	8004	8' HIGH MODERN	PER LINEAL FT	TUBE STEEL GATES	176.29	$0.00
	8005	8' HIGH REGAL	PER LINEAL FT	TUBE STEEL GATES	180.29	$0.00
	8006	8' HIGH GUARDIAN	PER LINEAL FT	TUBE STEEL GATES	238.94	$0.00
	8007	B-DECK GATES	PER LINEAL FT	TRASH ENCLOSURE GATES	246.35	$0.00
		ORNAMENTAL IRON FITTINGS				
	9000	6" BUTT HINGE	PAIR	TUBE STEEL GATE HARDWARE	27.72	$0.00
	9001	GORILLA HINGE	PAIR	TUBE STEEL GATE HARDWARE	180.00	$0.00
	9002	GUARDIAN HINGE	PAIR	TUBE STEEL GATE HARDWARE	180.00	$0.00
	9003	BARREL HINGE	PAIR	TUBE STEEL GATE HARDWARE	140.00	$0.00
	9004	TB 650 CLOSER	EA	TUBE STEEL GATE HARDWARE	970.20	$0.00
	9005	FINGER LATCH	EA	TUBE STEEL GATE HARDWARE	5.54	$0.00
	9006	PADLOCK TABS	EA	TUBE STEEL GATE HARDWARE	12.94	$0.00
	9007	DUAL PADLOCK SET UP	EA	TUBE STEEL GATE HARDWARE	109.96	$0.00
	9008	SET UP FOR PANIC HARDWARE- PERF METAL / MOUNTING TUBE	EA	TUBE STEEL GATE HARDWARE	388.08	$0.00
	9009	PANIC BAR	EA	TUBE STEEL GATE HARDWARE	2302.61	$0.00
	9010	2" sq PRESSED STEEL POST CAP	EA	TUBE STEEL GATE HARDWARE	2.33	$0.00
	9011	3" sq PRESSED STEEL POST CAP	EA	TUBE STEEL GATE HARDWARE	3.10	$0.00
	9012	4" sq PRESSED STEEL POST CAP	EA	TUBE STEEL GATE HARDWARE	7.76	$0.00
	9013	6" sq PRESSED STEEL POST CAP	EA	TUBE STEEL GATE HARDWARE	13.97	$0.00
	9014	8" sq PRESSED STEEL POST CAP	EA	TUBE STEEL GATE HARDWARE	19.40	$0.00
		GATE AUTOMATION				
	9500	1/2 HP SLIDE GATE OPERATOR - MAX CONTROLS	EA	GATE OPERATOR	3880.80	$0.00
	9501	1/2 HP SWING GATE OPERATOR - MAX CONTROLS	EA	GATE OPERATOR	4139.52	$0.00
	9510	SAWCUT VEHICLE LOOP WITH DETECTOR	EA	GATE OPERATOR ACCESSORY	1164.24	$0.00
	9511	PHOTE EYE	EA	GATE OPERATOR ACCESSORY	401.02	$0.00
	9512	PNEUMATIC EDGE	EA	GATE OPERATOR ACCESSORY	646.80	$0.00
	9513	DUEL HEIGHT PEDESTAL	EA	GATE OPERATOR ACCESSORY	407.48	$0.00
	9514	STAND ALONE KEYPAD	EA	GATE OPERATOR ACCESSORY	452.76	$0.00
	9515	PROGRAMMABLE RECEIVER	EA	GATE OPERATOR ACCESSORY	284.59	$0.00
	9516	SINGLE BUTTON TRANSMITTER	EA	GATE OPERATOR ACCESSORY	32.34	$0.00
		CONCRETE				
	10000	CONCRETE PER YARD	YARDS	CONCRETE	323.40	$0.00
	10001	CONCRETE FOOTINGS	8" X 24"	CONCRETE	11.55	$0.00
	10002	CONCRETE FOOTINGS	8" X 36"	CONCRETE	13.00	$0.00
	10003	CONCRETE FOOTINGS	12" X 36"	CONCRETE	23.10	$0.00
	10004	CONCRETE / STEEL V-TRACK FOR SLIDE GATE - 12"X12"	PLF	CONCRETE	12.00	$0.00

4/4/2022

JOB NAME: **DATE:**

QUAN	ITEM #	ITEM	MEASURE	DESCRIPTION	COST	TOTAL
		PAINT				
	11000	ELECTROSTATICALLY PAINT TUBE STEEL FENCE	PER SQ. FOOT	PAINT	2.00	$0.00
	11001	ELECTROSTATICALLY PAINT CHAINLINK FENCE FRAMEWORK	PER PIPE FOOT	PAINT	2.00	$0.00
		LABOR				
	12000	CHAINLINK FENCE REMOVAL EXCLUDING POSTS	PER FT	REMOVAL OF FENCING MATERIAL	5.00	$0.00
	12001	TUBE STEEL FENCE REMOVAL EXCLUDING POSTS	PER FT	REMOVAL OF FENCING MATERIAL	6.00	$0.00
	12002	PULL POSTS	EA	REMOVAL OF FENCING MATERIAL	60.00	$0.00
	12003	CUT POSTS	EA	REMOVAL OF FENCING MATERIAL	22.00	$0.00
	12004	LABOR PER CREW HOUR (2 MAN CREW)	PER HOUR	HOURLY RATES	150.00	$0.00
	12005	LABOR FOR ADDITIONAL CREW MEMBER	PER HOUR	HOURLY RATES	75.00	$0.00
	12006	ADDITIONAL LABOR (DESIGN, ENGINEERING, ETC.)	PER HOUR	PROFESSIONAL SERVICES	110.00	$0.00
	12007	AFTER HOURS, WEEKENDS, HOLIDAYS, ETC.		1.5 TIMES LABOR	0.00	$0.00
	12008	GATE OPERATOR TECH	PER HOUR		90.00	$0.00
	12009	PAINTER - MISC. PREP	PER HOUR		75.00	$0.00
	12010	ADDITIONAL MOBILIZATION	EACH	EACH	150.00	$0.00
	12011	TRAVEL (MILEAGE)		CURRENT STATE RATE		$0.00
	12012	LODGING		CURRENT STATE RATE		$0.00
	12013	MI&E (MEALS)		CURRENT STATE RATE		$0.00
	12014	MARKUP FOR ITEMS NOT LISTED		COST PLUS 15%		$0.00
				SUB-TOTAL		$0.00
				BOND @ 1 1/2% OF TOTAL		
				SALES TAX		$0.00
				GRAND TOTAL		$0.00

Biddle and Brown						
Line Item	Description	Unit of Measure	Alternate Unit of Measure	Not-To-Exceed Rate	No Bid	Comments
Fencing						
1	Estimator / Project Manager	Per Hour	N/A			
2	General Superintendent	Per Hour	N/A			
3	Fence Installation Foreman	Per Hour	$ 75.00			
4	Specialty Foreman	Per Hour	N/A			
5	Fence Installer	Per Hour	$ 75.00			
6	Estimator / Project Manager - After	Per Hour	N/A			
7	General Superintendent - After Hours	Per Hour	N/A			
8	Fence Installation Foreman - After Hours	Per Hour	$ 90.00			
9	Specialty Foreman - After Hours	Per Hour	N/A			
10	Fence Installer - After Hours	Per Hour	$ 90.00			
11	Estimator / Project Manager - Weekends/Holidays	Per Hour	N/A			
12	General Superintendent - Weekends/Holidays	Per Hour	N/A			
13	Fence Installation Foreman - Weekends/Holidays	Per Hour	$ 90.00			
14	Specialty Foreman - Weekends/Holidays	Per Hour	N/A			
15	Fence Installer - Weekends/Holidays	Per Hour	$ 90.00			
Gate Automation						
16	Estimator / Project Manager	Per Hour	N/A			
17	General Superintendent	Per Hour	N/A			
18	Project Coordinator	Per Hour	N/A			
19	Automation Installation Foreman	Per Hour	$ 90.00			
20	Installers	Per Hour	$ 90.00			
21	Service Manager	Per Hour	N/A			
22	Service Technical	Per Hour	N/A			
23	Estimator / Project Manager - After	Per Hour	N/A			
24	General Superintendent - After Hours	Per Hour	N/A			
25	Project Coordinator - After Hours	Per Hour	N/A			
26	Automation Installation Foreman - After Hours	Per Hour	$ 120.00			
27	Installers - After Hours	Per Hour	$ 120.00			
28	Service Manager - After Hours	Per Hour	N/A			
29	Service Technical - After Hours	Per Hour	N/A			
30	Estimator / Project Manager - Weekends/Holidays	Per Hour	N/A			
31	General Superintendent - Weekends/Holidays	Per Hour	N/A			
32	Project Coordinator -	Per Hour	N/A			
33	Automation Installation Foreman - Weekends/Holidays	Per Hour	$ 120.00			
34	Installers - Weekends/Holidays	Per Hour	$ 120.00			
35	Service Manager - Weekends/Holidays	Per Hour	N/A			
36	Service Technical - Weekends/Holidays	Per Hour	N/A			
Additional Fees						
37	Document Fees	Per Project	N/A			
38	Delivery & Pickup Fees, if applicable	Round Trip	N/A			
39	Dumpster Fees: 15 Yard Weekly	Per Week	N/A			
40	Dumpster Fees: 30 Yard Weekly	Per Week	N/A			
41	Dumpster Fees: 40 Yard Weekly	Per Week	N/A			
42	Dumpster Fees: 15 Yard Monthly	Per Month	N/A			
43	Dumpster Fees: 30 Yard Monthly	Per Month	N/A			
44	Dumpster Fees: 40 Yard Monthly	Per Month	N/A			
45	Consulting Fees	Per Hour	N/A			
46	Design Fees	Per Hour	N/A			
47	Site Survey/Energy Audit	Per Hour	N/A			
48	Programming Services	Per Hour	N/A			
49	Mobilization	Flat Fee	N/A			
50	Administrative Fee For Rental	Flat Fee	N/A			

REGIONAL PRICING

IFB 22-12P Fencing Products and Services

Company Name: Biddle & Brown Fence Co., LLC

Instructions: Please enter Y or N under the first column for all regions that your firm is able to provide services to if awarded a contract. Bidder should complete the pricing increases (or decreases) by a percentage, as applicable in the second column. Any specific limiations, exclusions, or notes may be provided in the space provided below.

ARIZONA REGIONS

#	Description of Arizona Regions	Does your Firm service this Region?	Additional Cost % for Region (If applicable)	Limitations / Exclusions / Comments:
1	East Region- Gila, Navajo & Apache	Y		None
2	East Region- Greenlee, Graham	Y		None
3	Greater Phoenix Region- Maricopa	Y		None
4	North Region- Yavapai & Coconino	Y		None
5	North West Region- Mohave	Y		None
6	South Region- Pinal, Pima, Cochise & Santa Cruz	Y		None
7	West Region- Yuma & La Paz	Y		None

NATIONAL REGIONS- BY STATE

#	Description of Arizona Regions	Does your Firm service this Region?	Additional Cost % for Region (If applicable)	Limitations / Exclusions / Comments:
1	Alabama	No		
2	Alaska	No		
3	Arkansas	No		
4	California	No		
5	Colorado	No		
6	Conneticut	No		
7	Delaware	No		
8	Florida	No		
9	Georgia	No		
10	Hawaii	No		
11	Idaho	No		
12	Illinois	No		
13	Indiana	No		
14	Iowa	No		
15	Kansas	No		
16	Kentucky	No		
17	Louisiana	No		
18	Maine	No		
19	Maryland	No		

REGIONAL PRICING

IFB 22-12P Fencing Products and Services

Company Name: Biddle & Brown Fence Co., LLC

Instructions: Please enter Y or N under the first column for all regions that your firm is able to provide services to if awarded a contract. Bidder should complete the pricing increases (or decreases) by a percentage, as applicable in the second column. Any specific limiations, exclusions, or notes may be provided in the space provided below.

20	Massachusetts	No		
21	Michigan	No		
22	Minnesota	No		
23	Mississippi	No		
24	Missouri	No		
25	Montana	No		
26	Nebraska	No		
27	Nevada	No		
28	New Hampshire	No		
29	New Jersey	No		
30	New Mexico	No		
31	New York	No		
32	North Carolina	No		
33	North Dakota	No		
34	Ohio	No		
35	Oklahoma	No		
36	Oregon	No		
37	Pennsylvania	No		
38	Rhode Island	No		
39	South Carolina	No		
40	South Dakota	No		
41	Tennessee	No		
42	Texas	No		
43	Utah	No		
44	Vermont	No		
45	Virginia	No		
46	Washington	No		
47	West Virginia	No		
48	Wisconsin	No		
49	Wyoming	No		

ENTITY INFORMATION

Search Date and Time: 8/21/2023 7:07:40 AM

Entity Details

BIDDLE & BROWN FENCE COMPANY, LLC	**Entity Name:**
L16749204	**Entity ID:**
Domestic LLC	**Entity Type:**
Active	**Entity Status:**
4/18/2011	**Formation Date:**
In Good Standing	**Reason for Status:**
4/20/2011	**Approval Date:**
	Status Date:
4/18/2011	**Original Incorporation Date:**
12/31/2035	**Life Period:**

Business Type:	Any legal purpose
Last Annual Report Filed:	
Domicile State:	Arizona
Annual Report Due Date:	
Years Due:	
Original Publish Date:	6/6/2011

Statutory Agent Information

Name:	GAIL BROWN
Appointed Status:	Active
Attention:	
Address:	6211 E JENAN DR , PHOENIX, AZ 85041, USA
Agent Last Updated:	9/17/2020
E-mail:	
Attention:	
Mailing Address:	6211 E JENAN DR , PHOENIX, AZ 85041, USA
County:	Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Manager	L SCOTT BIDDLE		24014 N 80TH AVE, PEORIA, AZ, 85383, Maricopa County, USA	4/18/2011	9/17/2020
Member and Manager	ROGER BROWN		6211 E JENAN DR, PHOENIX, AZ, 85041, Maricopa County, USA	4/18/2011	9/17/2020
Member	Biddle Family Trust		24014 N 80th Ave, PEORIA, AZ, 85383, Maricopa County, USA		9/17/2020

Page 1 of 1, records 1 to 3 of 3

Address

Attention:

Address: 895 W ELWOOD ST BLDG 2, PHOENIX, AZ, 85041, USA

County: Maricopa

Last Updated: 4/19/2011

Entity Principal Office Address

Attention:

Address:

County:

Last Updated: