

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-116

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Exerplay, Inc., a State of New Mexico corporation ("Contractor").

### RECITALS:

- A. Contractor is a fully authorized vendor of playground equipment;
- B. 1GPA a State of Minnesota local government agency, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. #23-07P that resulted in Contract #23-07P-04 with Contractor ("Agency Contract"); and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

#### **PONDEROSA TRAILS PARK - PLAYGROUND EQUIPMENT, SAFETY SURFACING, INSTALLATION**

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Payment: Payment to Contractor for the materials and or services provided for **One Hundred Thirty-Eight Thousand Eight Hundred Twenty-One Dollars and Thirty-Five Cents (\$138,821.35), in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$50,000; otherwise, City Council approval is required.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:  
Emily Markel  
Procurement  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[EMarkel@flagstaffaz.gov](mailto:EMarkel@flagstaffaz.gov)  
Phone: 928-213-2276

To Contractor:  
Jordin Tibbetts  
Exerplay, Inc.  
PO Box 1160  
Cedar Crest, NM 87008  
[jordin@exerplay.com](mailto:jordin@exerplay.com)

With a copy to:  
Gino Leoni  
Parks Manager  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[gleoni@flagstaffaz.gov](mailto:gleoni@flagstaffaz.gov)  
Phone: 928-213-2174

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

Exerplay, Inc.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

Last Updated October 30, 2023

**EXHIBIT A**  
**SCOPE OF WORK**  
(attached)

1. Quote from Exerplay, Inc. JB122223-1, 2 pages

PO Box 1160  
 Cedar Crest NM 87008-1160  
 Fax 505.281.0155  
 Toll Free 800.457.5444  
 www.exerplay.com



DATE: 12/21/2023  
 NUMBER: JB122223-1  
 TERMS: SCG Terms

**QUOTATION prepared for:**

Flagstaff, City of  
 1GPA Contract

**Please Issue Purchase Order to:**

Exerplay, Inc  
 PO Box 1160, Cedar Crest, NM 87008  
 fax to 505-281-0155 or  
 email to: jordin@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	PONDEROSA TRAILS PARK - PLAYGROUND EQUIPMENT, SAFETY SURFACING, INSTALLATION			
	LANDSCAPE STRUCTURES, INC.			
LSI	Smart Play® (5-12 years) PHASE-1, Design 23493D	1	60,020.00	60,020.00T
Disc - 1...	1GPA Contract Discount - Contract #23-07P-04	1	-5.00%	-3,001.00T
Freight	Freight/Shipping Charges (150-23-1669)	1	5,460.00	5,460.00T
Install	Installation of Playground Equipment, Design 23493D (09068-1)	1	15,269.00	15,269.00T
Removal	Remove/dispose existing: Play structure, 2-Bay arch swing (09068-1)	31.62	250.00	7,905.00T
	SAFETY SURFACING			
EWF	Engineered Wood Fiber, priced per CY (14029)	193	26.50	5,114.50T
Disc - 1...	1GPA Contract Discount - Contract #23-07P-04	1	-5.00%	-255.73T
Freight	Freight/Shipping Charges (14029)	2	1,084.00	2,168.00T
Install	Installation of EWF, priced per CY (09068-1)	193	25.25	4,873.25T
Excava...	Excavate/dispose EWF @ 12" depth (3,174) SF, (09068-1)	44.1	325.00	14,332.50T
Excava...	Excavate/dispose curb 6"x12" (45) LF, (09068-1)	10.06	325.00	3,269.50T
Excava...	Excavate/dispose inert material @ 12" depth (266) SF, (09068-1)	5.1	325.00	1,657.50T
Mobiliz...	Mobilization Fee (09068-1)	1	14,191.00	14,191.00T
Msg I	Pricing is for the above listed material and installation only and does not include storage, security, site preparation, security fencing, prevailing wages, TERO wages, permitting, hard dig conditions, or any applicable bonds. Any necessary permits or special inspections are the responsibility of the General Contractor or End Owner. To obtain a performance/payment bond, please add 3.5%, plus appropriate tax, of the total to this quote.			
	- NOTE - ExerPlay reserves the right to revise pricing if any portion of this quote is changed or removed and may result in a delay in ordering materials for this project.			
Hard Dig	Pricing and timeline are contingent on standard digging conditions. Should abnormal soil conditions, rock, caliche, subterranean water, utilities that aren't marked via standard One Call line locate or other reasonably unforeseen conditions be encountered that require a variance in the plans and specifications or performance of additional work, equipment or blasting then owner or general contractor agrees to execute a Change Order, which provides for the reimbursement of additional costs incurred by reason of such conditions and supervisory fee and for an extension of the time of completion.			

-CONTINUED ON NEXT PAGE-

REP  
 JG

Quote prepared by Jordin Tibbetts  
 jordin@exerplay.com

**TOTAL**

PO Box 1160  
 Cedar Crest NM 87008-1160  
 Fax 505.281.0155  
 Toll Free 800.457.5444  
 www.exerplay.com



DATE: 12/21/2023  
 NUMBER: JB122223-1  
 TERMS: SCG Terms

**QUOTATION prepared for:**

Flagstaff, City of  
 1GPA Contract

**Please Issue Purchase Order to:**

Exerplay, Inc  
 PO Box 1160, Cedar Crest, NM 87008  
 fax to 505-281-0155 or  
 email to: jordin@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
Terms	<p>Billing and Payment Terms:            Unless otherwise negotiated and agreed upon, ExerPlay's billing terms are Net 30 from the date of the invoice, with approved credit. ExerPlay's process is to bill the customer when their equipment ships. Installation is billed upon completion. Bonds are billed when ordered.</p> <p>*New Customers are required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Installation is billed upon completion. Bonds are billed when ordered.</p> <p>If paying by credit card, there will be a 3.5% fee added to the invoice.</p>			
JG	<p>For more information please contact Justin Galion at (928) 533-4224, or justin@exerplay.com</p> <p>- PRICING IS GOOD FOR 30 DAYS -</p>			
	Sales Tax: FLAG-COC-015-C		7,817.83	7,817.83

REP  
 JG

Quote prepared by Jordin Tibbetts  
 jordin@exerplay.com

<b>TOTAL</b>	<b>\$138,821.35</b>
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**EXHIBIT B**  
**AGENCY CONTRACT**  
(attached)

1. 1GPA Contract #23-07P-04 43 Pages
2. Contact Extension 2 Pages



Contract Extension/Amendment



August 23, 2023

Exerplay Inc.  
P.O. Box 1160  
12220 N. Hwy 14, Suite I  
Cedar Crest, NM 87008  
Attn: Michelle McKean (michelle@exerplay.com)

Re: Extension Agreement for Contract #23-07P-04, Playground Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until November 16, 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: <i>Michelle McKean</i>	
Printed Name: Michelle McKean	
Title: Project Coordinator/Purchasing Contracts	Date: 9/7/2023
1GPA Authorized Signature: <i>Christy Knorr</i>	
Printed Name: Christy Knorr	
Title: President	Date: 9/20/2023
Pinal County ESA Authorized Signature: <i>Jill M. Broussard</i>	
Printed Name: Jill Broussard	
Title: Superintendent	Date: 9/21/2023



October 26, 2022

Exerplay Inc.  
PO Box 1160, 12220 N Hwy 14, Ste I  
Cedar Crest, NM 87008  
[michelle@exerplay.com](mailto:michelle@exerplay.com)

Attn: Michelle McKean

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on your firm’s proposal submitted to 1GPA in response to Invitation For Bid # 23-07P for Playground Solutions:

<b>Commodity/Contract Title:</b>	<i>Playground Solutions</i>
<b>Contractor/Vendor:</b>	<i>Exerplay Inc.</i>
<b>Contract Number:</b>	<b>23-07P-04</b>

**The contract is effective November 16, 2022 and will expire on November 16, 2023.** The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

This contract will replace your current contract 18-04P-03 Playground Solutions upon its expiration.

Exerplay Inc. has been awarded a National Contract with 1GPA and may be utilized anywhere in the United States, however, this is a multiple award and the Lead Agency may or may not utilize your firm’s products/services.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office via email at [cknorr@1GPA.org](mailto:cknorr@1GPA.org). We look forward to working with you and your team!

Sincerely,

*Christy Knorr*

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



**DETERMINATION: MULTIPLE AWARD  
Playground Solutions  
Invitation For Bid # 23-07P**

In accordance with the requirements of A.A.C. R7-2-1031, a multiple award is necessary, advantageous, and is in the best interest of the 1GPA Members.

The basis for determining whether to award a multiple contract, as stated in the IFB, is based upon consideration for Members' experience with existing products and systems, continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership and geographic areas served. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its members. The actual use of the contract will be at the sole discretion of the Members.

**Recommended for Award (alpha order):**

<p>ALTITUDE RECREATION INC.</p>	<ul style="list-style-type: none"> <li>• Offers 4 unique manufacturers</li> <li>• Offers design, installation, inspection, maintenance/repair, and training</li> <li>• Responded to 7 of 8 market basket categories, ranked lowest tier in 4</li> <li>• Second lowest bond rate</li> <li>• Serves members located in AZ, CO, NM and West TX</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>
<p>ARIZONA RECREATION DESIGN INC.</p>	<ul style="list-style-type: none"> <li>• Offers 6 unique manufacturers</li> <li>• Offered the best discounts amongst common manufacturers</li> <li>• Offers design, installation, inspection, and maintenance/repair services</li> <li>• Responded to 7 of 8 market basket categories, ranked lowest tier in 4</li> <li>• Serves members in AZ and NM</li> <li>• The firm has no active exclusions or restrictions through the System for Award Management</li> </ul>
<p>DAVE BANG ASSOCIATES INC.</p>	<ul style="list-style-type: none"> <li>• Offers 22 unique manufacturers</li> <li>• Offered the second-best discounts amongst common manufacturers</li> <li>• Offers design, installation, inspection, maintenance/repair services</li> <li>• Responded to 6 of 8 market basket categories, ranked lowest tier in 4</li> <li>• Offers consulting services at no additional charge</li> <li>• Serves members in AZ and CA</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>
<p>EXERPLAY INC.</p>	<ul style="list-style-type: none"> <li>• Offers 24 unique manufacturers</li> </ul>

	<ul style="list-style-type: none"> <li>• Offers installation, inspection, maintenance/repair, expert witness and training services</li> <li>• Offers design and consulting at no additional charge</li> <li>• Responded to all 8 market basket categories, ranked lowest tier in 5</li> <li>• Ranked first (tied with Miracle Playgrounds) in the waterplay category and was one of only two vendors to provide pricing on all items therein</li> <li>• Serves members in AZ, AK, HI, NV, NM, and TX - Regions 1, 2 &amp; 14-20</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>
FLEXGROUND LLC	<ul style="list-style-type: none"> <li>• Manufactures their own product line</li> <li>• Offers site preparation and labor for other related services</li> <li>• The only vendor to provide Flexground products on a national basis – other vendors offering this product line are localized.</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>
KIDSTUFF PLAYSYSTEMS INC.	<ul style="list-style-type: none"> <li>• Manufacturer of their own product line – IPEMA certified</li> <li>• Offers third party installation and expert witness services</li> <li>• Offers design, inspection of Kidstuff Playgrounds, consulting, and training at no additional charge</li> <li>• Lowest bond rate</li> <li>• Serves members nationally</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>
MIRACLE PLAYGROUND SALES	<ul style="list-style-type: none"> <li>• Offers 7 unique manufacturers and manufacturers their own product line</li> <li>• Offers installation and maintenance/repair services</li> <li>• Offers design and consulting services at no additional charge</li> <li>• Responded to all 8 market basket categories, ranked lowest tier in 6</li> <li>• Ranked first (tied with Exerplay Inc.) in the waterplay category and was one of only two vendors to provide pricing on all items therein.</li> <li>• Serves members in AZ, CA and NV</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>
PLAY IT SAFE PLAYGROUNDS AND PARK EQUIPMENT INC.	<ul style="list-style-type: none"> <li>• Offers 9 unique manufacturers</li> <li>• Offers full services site prep, installation and other related services</li> <li>• Responded to 7 of 8 market basket categories, ranked lowest tier in 7</li> <li>• Serves members in AZ and NV</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>
SHADE 'N NET OF ARIZONA INC.	<ul style="list-style-type: none"> <li>• Manufacturer of their own product line</li> <li>• Offers installation and maintenance/repair services</li> <li>• Offers design services at no additional charge</li> <li>• Ranked first for the market basket shade structures category</li> <li>• Provides products for members nationally and services for members in AZ, CA, NV, NM, and UT</li> <li>• No active exclusions or restrictions through the System for Award Management</li> </ul>

SYNTHETIC TURF  
RESOURCES (STR)  
DBA SYNLAWN

- Manufacturer of their own product line
- Offers installation at price per square foot – all other services such as design, inspection, maintenance/repair, etc. are included in the product price
- Ranked first for the market basket playground surfaces category
- Serves members nationally
- No active exclusions or restrictions through the System for Award Management

Each of the recommended vendors offer different product lines and specialized services needed to meet the needs of the Members. There are many subcategories encompassed in the playground commodity including but not limited to: independent play, outdoor fitness, play structures, playground surfaces, waterplay, shade structures and prefabricated/engineered structures among other things. A multiple award ensures Members will have access to a variety of vendors covering all aspects of playground creation and maintenance to support their needs. No one vendor can meet all the needs of 1GPA Members for playground solutions.

1GPA recommends Members prepare a Written Determination that specifies the reasons the vendor was chosen to satisfy the requirements of Arizona rule R7-2-1004 Written Determinations: "Written determinations required by Articles 10 and 11, including for any specified professional services, construction, construction services or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative, shall specify the reasons for the determination, including how the determination was made."

Based upon these factors, the Lead Agency and 1GPA have determined the necessity of a multiple award for playground solutions. A single award is not advantageous to 1GPA's Members. The contract award recommendation is to the least number of suppliers necessary to meet the needs of 1GPA Members.

**Not Recommended for Award:**

- Competitive Edge Contracting
- SHADE Industries
- T.F. Harper & Associates LP

*Christy Knorr*

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

*Jill M. Broussard*

Jill Broussard, Superintendent  
Mary C. O'Brien Accommodation  
School/Pinal County ESA



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 # 23-07P Playground Solutions

- Bid Due Date and Time:** September 27, 2022 at 11:00 A.M. Arizona Time
- IFB Opening Location:** Opening will be held publicly virtually:  
Join Zoom Meeting:  
<https://us06web.zoom.us/j/5812883005>  
Meeting ID: 581 288 3005  
+1 669 444 9171 US  
<https://us06web.zoom.us/j/5812883005>
- Electronic Submittals:** OpenGov Procurement – <https://procurement.opengov.com/portal/1gpa>  
**See enclosed information for submittal instructions.**
- Last Day for Questions:** September 14, 2022 at 5:00 P.M. Arizona Time
- Optional Pre-Bid Conference:** August 31, 2022 at 10:00 A.M. Arizona Time virtually  
Join Zoom Meeting:  
<https://us06web.zoom.us/j/5812883005>  
Meeting ID: 581 288 3005  
+1 669 444 9171 US  
<https://us06web.zoom.us/j/5812883005>

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://procurement.opengov.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](mailto:rseifert@1gpa.org)  
Phone: 866-306-3893

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

*Jill Broussard*  
\_\_\_\_\_  
Jill Broussard, Superintendent  
Mary C. O'Brien Accommodation School/Pinal County ESA

Date Issued: August 17, 2022

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FORM – Payment Bond Page 38

Exhibit A – OpenGov Procurement Submission Instructions Page 39

## 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](http://apps.azsos.gov/public_services/Title_07/7-02.pdf)

### **All Other States:**

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website able at: <http://1gpa.org/state-statutes/>

Local Governments website (USA.gov): [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](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.**

## DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

**“Attachment”** means any item the Solicitation requires the Bidder to submit as part of the Bid.

**“Bidder”** means a person submitting a Bid in response to an Invitation for Bids

**“Contract”** means the combination of the Solicitation, including the Special Instructions to Bidders, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Bid; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

**“Contract Amendment”** means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

**“Contractor”** means any person who has a Contract with the 1GPA.

**“Cost”** means the aggregate cost of all materials and services, including labor performed by force account.

**“Days”** means calendar days and shall be computed pursuant to A.R.S. 1-243.

**“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

**“Governing Body”** means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

**“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

**“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

**“Member”** means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

**“Offer”** means a response to a Solicitation.

**“Offeror”** means a person submitting an offer in response to a Solicitation.

**“Person”** means any corporation, business, individual, union, committee, club, other organization or group of individuals.

**“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

**“Purchase Order or PO”** means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

**“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

**“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

**“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

**“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposal (“RFP”), or a Request for Quotations (“RFQ”).

**“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

**“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

## 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 September 14, 2022, by 5:00 p.m. Request may be transmitted via email or submitted through the OpenGov Procurement online portal. Responses and amendments to this IFB, if necessary, are scheduled to be issued by September 19, 2022 by 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](mailto:rseifert@1GPA.org) or submitted via the OpenGov Procurement portal located at <https://procurement.opengov.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 agency 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.

## UNIFORM INSTRUCTIONS TO BIDDERS

- 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;

## UNIFORM INSTRUCTIONS TO BIDDERS

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://procurement.opengov.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. 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

## UNIFORM INSTRUCTIONS TO BIDDERS

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 Bidder 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.

## UNIFORM INSTRUCTIONS TO BIDDERS

### 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.

## UNIFORM TERMS AND CONDITIONS

### 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 Bidder'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 via the 1GPA Vendor Portal.
- 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. 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link below before accepting Purchase Orders. If the entity is not on the membership list then the vendor will need to request the entity to reach out to 1GPA and sign and get approved the 1GPA membership.
- <https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0>
- 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.

## UNIFORM TERMS AND CONDITIONS

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](mailto: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.

## UNIFORM TERMS AND CONDITIONS

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 not 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;

## UNIFORM TERMS AND CONDITIONS

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.

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- 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**

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- 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

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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. **2 CFR 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 2 CFR 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/faq_form1295.html)

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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 November 16, 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. Partial offers will be considered.
6. **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.
7. **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.
8. **PRE-BID CONFERENCE:** Prospective Bidders are invited to attend a pre-bid conference. The date, time and location of this conference are indicated below. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of 1GPA's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to 1GPA at this conference. 1GPA will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

Conference Date: August 31, 2022

Conference Time: 10:00 AM Arizona time

Conference Location: Online through Zoom (see cover page for more information)

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.

## SPECIAL TERMS AND CONDITIONS

- 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.

Opening Date: September 27, 2022  
Opening Time: 11:00 AM Arizona Time  
Opening Location: Online through Zoom (see cover page for more information)

- 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. 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 will 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.
- 15. PRICING:** Contract pricing must be based upon:
- 1) Fixed discount(s) off published price list(s) or catalog(s)
  - 2) Firm fixed/unit price
  - 3) A combination of the above
- 16. COMBINATION PRICING:** Offers 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 offers must clearly identify the minimum percentage of discount to apply to either a manufacturer's published price lists, vendor published catalog, advertised price list, or shelf prices for contract

## SPECIAL TERMS AND CONDITIONS

purchases as applicable. At the time of purchase, Contractor may offer deeper discounts, based on volume or other factors, as applicable. If multiple discounts apply, vendor shall clearly indicate the discounts and applicable materials or services. There will be no reduction of minimum discount(s) during the life of the contract.

18. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised manufacturer published price lists, and/or catalogs may be submitted for review throughout the term of the contract. Manufacturer published price lists should be submitted in PDF format and should not be contained in an Excel workbook generated by the vendor. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised manufacturer's published price lists, and/catalogs will not become effective until submitted to 1GPA.
19. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price schedules may be submitted for any or all items bid under the contract. **Fixed prices shall be firm until each anniversary date of the contract.** In the event of an occurrence of one or more allowable economic price adjustment contingencies, contract vendor may submit a **fully documented** request for a fixed price list adjustment to 1GPA that includes a letter from the manufacturer clearly stating the amount of increase and product lines affected. Vendor shall also submit supporting documentation that demonstrates that any requested price increase was unpredictable at the time of price list submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Revised price adjustments for fixed pricing will not become effective until approved by 1GPA.
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/PROMOTIONAL SALES:** The awarded vendor may offer volume discounts and/or promotional sales at any time during the Contract. Discounted/promotional sale prices shall not exceed the current contract price. The price reduction shall be available to all Members making qualified purchases under the Contract. A contract amendment is not necessary in order to offer Members promotional sales for contract items.
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 RFP. 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 \$10 Million to \$25 Million annually. A current list of 1GPA Members may be found at:

<https://www.dropbox.com/s/9i5d6xhsmob7hpc/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.

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- 25. MEMBERSHIP VERIFICATION:** 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link above, in paragraph 24, before accepting Purchase Orders. If the entity is not on the membership list they will need to contact 1GPA to obtain approval for the 1GPA membership.
- 26. SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed as indicated under Tab 3-Shipping and Other Fees of the Cost Form 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.
- 27. DELIVERY:** **Unless otherwise agreed upon between Contractor and a Member**, 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. Contractor shall be responsible for delivery of items in good condition at point of destination and return of all items that do not meet specifications. Contractor shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices.
- 28. INSTALLATION AND TRAINING:** Proposed price for initial installation must include complete installation along with any necessary supplies. The Contractor shall train the 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 all designated Member personnel have been trained.
- 29. 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.
- 30. 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.
- 31. NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
- 32. CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 33. 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.

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- 34. 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.
- 35. SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Administration standards, standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards and any other applicable state, federal or local safety standards/codes.
- 36. 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.
- 37. 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.
- 38. FEES AND PERMITS:** All required fees and permits obtained on behalf of the Member by the installer must be included in the total price as a pass-through cost (no markup).
- 39. 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.
- 40. 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.
- 41. 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 return site back in a neat, orderly condition.
- 42. WARRANTY:** All workmanship and materials should be warranted for a minimum of two (2) years from the date of acceptance of the project. This will be submitted in written form to the 1GPA Member at completion of Project.
- All items bid shall be covered by the manufacturer's standard warranty.
- 43. 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.

## SPECIAL TERMS AND CONDITIONS

- 44. 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 Bidder 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.

- 45. SPILLAGE:** Contractor will be responsible for the clean-up of a contamination or spillage resulting from products or services provided under the contract resulting from this solicitation.
- 46. 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 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

- 47. 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 (HIPPA) 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

- 48. BIDDER'S EMPLOYEES:** Bidder agrees that the individuals provided to 1GPA or Member on a temporary basis are Bidder's, not 1GPA's or Member's employees.

## SPECIAL TERMS AND CONDITIONS

Bidder agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Bidder and any employees working for Bidder are the sole responsibility of Bidder for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

- Workers' Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements
- Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

Bidder agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Bidder or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Bidder.

Neither Bidder nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Bidder to provide services exclusively to 1GPA and that Bidder and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Bidder shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Bidder's employees.

Bidder agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

- 49. 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 will result with the employee being escorted off property.
- 50. FINGERPRINT & BACKGROUND CHECKS:** 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

## SPECIAL TERMS AND CONDITIONS

1GPA or Member may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds 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: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

- 51. 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.

- 52. 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 if the value of the construction or construction services award exceeds the amount established in R7-2-1002(A), currently \$100,000.

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.

- 53. 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.

- 54. 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 Bidder that the estimate of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that

## SPECIAL TERMS AND CONDITIONS

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 on 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.

- 55. 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, on 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.

## SCOPE OF WORK

### 1) PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish contracts with responsive and responsible firms that provide a wide array of Playground Solutions. The intent is to cover the entire nature of Playground products and services for the use of 1GPA Members on an as-needed basis. Products may include but are not limited to: playground equipment, water play equipment, shade structures, playground surfaces, etc. Any applicable services that align with Playground Solutions such as installation, demolition of existing structures, inspections, maintenance and repairs, consulting, etc. are also included.

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 18-04P Playground Solutions with twelve (12) vendors. The contract is in the fifth and final year, expiring November 16, 2022 at which time this contract will become effective.

### 3) REFERENCES

For additional information on references and definitions used for specifications in this solicitation, access the applicable website for the organizations listed below:

- ASTM International (ASTM): [www.astm.org](http://www.astm.org)
- American Concrete Institute Building Code (ACI): <https://www.concrete.org/>
- American Institute of Steel Construction (AISC): <https://www.aisc.org/>
- American Welding Society (AWS): <http://www.aws.org/>
- Americans with Disabilities Act (ADA): [www.ada.gov](http://www.ada.gov)
- US Access Board (UAB): <https://www.access-board.gov/>
- Arizona Registrar of Contractors (ROC): <https://roc.az.gov/>
- Code of Federal Regulations (CFR): <https://www.govinfo.gov/app/collection/CFR>
- Consumer Product Safety Commission (CPSC): [www.cpsc.gov](http://www.cpsc.gov)
- International Organization for Standardization (ISO): [www.iso.org](http://www.iso.org)
- Occupational Safety and Health Administration (OSHA): [www.osha.gov](http://www.osha.gov)
- International Building Code: <https://codes.iccsafe.org/codes/i-codes>

## SCOPE OF WORK

- International Code Council (ICC): [www.iccsafe.org](http://www.iccsafe.org)
- International Play Equipment Manufacturers Association (IPEMA): [www.ipema.org](http://www.ipema.org)
- National Fire Protection Association (NFPA): [www.nfpa.org](http://www.nfpa.org)
- National Playground Contractors Association (NPCAI): [www.playground-contractors.org](http://www.playground-contractors.org)
- Printed Handbook for Public Playground Safety (CPSC): <https://www.cpsc.gov/s3fs-public/325.pdf>

### 4) SCOPE OF WORK

The resulting contract will be comprised of the entire “from the ground up” solution for Playgrounds, Parks and Recreational Outdoor sites. Design services, foundations to support in ground structures, playground equipment, removal of old equipment, surfaces, site accessories, and services. Vendors are not required to provide products and services in all scope of work areas to be considered for award.

- A. **QUALIFICATIONS:** Contractors, sub-contractor and/or manufacturer shall provide a history of experience in the industry in which they are submitting bids.
- B. **PRODUCT STANDARDS AND GUIDELINES:** Contractor(s) providing products and/or services under the contract resulting from this solicitation shall be in compliance with all current and applicable federal, state and local laws and industry standards for the state in which the work is being performed.

Public Playground Safety Handbook: Contractor shall adhere to all guidelines included in the Public Playground Safety Handbook published by the U.S. Consumer Product Safety Commission that can be found at <https://www.cpsc.gov/s3fs-public/325.pdf>.

- C. **MATERIAL SPECIFICATIONS:** Equipment material specifications may vary between cities, counties, schools, and states. Each Member will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders as necessary
- D. **PLAYGROUND EQUIPMENT**

**Types of Equipment:** Playground Equipment, Outdoor Fitness, Site Accessories, and other related equipment, materials, and parts to be provided under the resulting contract include, but are not limited to:

**Play Structures:**

Bridges	Tunnels	Slides
Decks	Transfer Points	Sliding Poles
Overhead Ladders	Ramps	Corkscrew Climbers
Spiral Climbers	Vertical Ladders	Parallel Bars
Play Enclosures	Chinning Bars	Chain Walks
Loop Ladders	Activity Panels	

**Independent Play Equipment**

Spring Riders	Activity Panels	Swings
Diggers	Climbers	Electronic Products or Slides
Musical Play		

**Outdoor Fitness and Sports Equipment**

Sit-Up Benches	Overhead Climber	Push-Up Bars
Climbing Walls	Leg Stretchers	Parallel Bars
Balance Beams		

## SCOPE OF WORK

### **Water Play Equipment**

Splash Pad Systems	Ground Spray Elements	Pumps, Filters and Parts
Commercial Grade Above Ground Features	Custom Features	Holding Tanks
Control Systems and Activators	Activity Towers	Fountains

### **Prefabricated/Pre-Engineered Shelters**

Pavilions	Shelters	Gazebos
Ramadas		

### **Additional Equipment and Accessories**

Powder Coatings	Picnic Tables	Shower Towers
Weather-Proof Coatings	Litter Receptacles	Foot Sprayers
Signage	Cooking Grills	Bicycle Racks
Benches	Water Fountains	Portable Bleachers
Misters		

## **E. SHADE STRUCTURES:**

### **Fabric Material**

- Fabric canopies available in a variety of colors, patterns and designs.
- Fabric material should be constructed using a knitting process with ultraviolet (UV) inhibited thread.
- Fabric shall be resistant to runs and tears.
- Fabric shall be mildew and fade resistant.

### **Steel Structures**

- Steel structures should be available in various designs, sizes, heights, etc. dependent upon the Member's needs.
- Steel components should be powder coated with an outdoor UV inhibited, weather resistant polyester powder as per industry standards as applicable. Other coatings may also be included under the resulting contract.

### **Concrete Footing**

- Concrete footings shall be designed and constructed to meet soil conditions, structure span, structural load, height and current applicable building codes.

## **F. PLAYGROUND SURFACES:**

- *Unitary Surfacing* options may include, but are not limited to pour in place rubber, rubber tile surfacing
- *Loose-Fill Surfacing* options may include, but are not limited to Engineered Wood Fiber (EWF), Shredded/Recycled Rubber, Sand, Pea Gravel, Wood Mulch (non-CCA), Wood Chips
- Aquatic surfacing for water play areas

## **G. PLAYGROUND SERVICES:**

The Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to perform the work described within this solicitation. Each contractor assigned to this contract shall have the licenses and technical ability to provide services.

## **SCOPE OF WORK**

### **Design**

Contractor(s) should have the ability to design appropriate play systems/structures to fit the needs of the Member. Contractor may be required to provide drawings (plan and elevation) of all pertinent aspects of the play structures/equipment and its method of connection to the work. Final playground drawings shall be to scale, legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

### **Site Preparation and Installation**

- All Products and equipment provided under this Contract that require assembly and installation should be performed by certified installers in accordance with all manufacturer specifications as to not void the product warranty.
- Contractor shall perform all installation services according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards.
- The Installer shall obtain clarification concerning questions or conflicts in the specifications, drawings, and construction notes in a timely manner as to not delay the progress of work.
- All work performed by the Contractor shall be subject to inspection and approval by the requesting Member.
- The Member may opt to waive installation by contractor and assemble products with in-house personnel.

### **Inspection Services**

Inspections and/or audits are for the purpose of checking for hazards and to test the performance of an entire play area. Inspection services may be performed monthly, quarterly, annually or on demand as mutually agreed upon between the Contractor and the Member. Inspections should be performed by a Certified Playground Safety Inspector (CPSI).

### **Maintenance and Repair Services**

Potentially hazardous and/or non-compliant conditions identified shall be properly maintained and/or repaired under this contract. Maintenance and repair services may include but are not limited to:

- Supply and Install Replacement Parts and Components
- Sand Cleaning
- Sanitization and Graffiti Removal
- Power Washing
- Surfacing Material Reconditioning and Replenish
- Rubberized Safety Surface Repairs and Restoration
- Shade Structure and Fabric Replacement

### **Other Services**

Other services provided under this contract may include but are not limited to:

- Consulting
- Expert witness services

## SCOPE OF WORK

- Training and certification programs

### H. DELIVERY:

- 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.
- 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.
- The Member reserves the right to examine freight cost and route shipments with their own contracted carrier.
- Under no circumstances shall the Contractor increase their profit margin through shipping charges.

### I. SCHEDULING REQUIREMENTS:

- The Contractor should have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.
- Contractor shall coordinate all servicing schedules with the Member's point of contact before beginning work.
- The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.
- Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:

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

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

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

### J. ORDERING AND JOB COMPLETION PROCESS:

**Request for Service:** The 1GPA Member will notify the contractor of the need for services. Request for quote/estimate for a specific scope of work will be issued by the Member.

**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.

**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 by clearly listing the unit price or rate for each line item.

## SCOPE OF WORK

**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.

**Change Orders:** All change orders to a project must be in writing, referencing the contract number and approved by the Member prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. A revised purchase order may be required.

**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.

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

**Final Inspection:** Each job will have a final inspection by the Member and/or governing authorities prior to final payment

**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, at minimum, 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.

**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.

**Progress Payments** - Members may 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.

## SUBMITTAL REQUIREMENTS

### 1. 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). 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.

### 2. BID FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPEN GOV 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 proposals in response to this Solicitation. Complete each section on the Open Gov 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 vendor's bid.

### 3. DEALER/RESELLERS

Manufacturers should provide a list of authorized dealers/resellers with their bids where indicated in the OpenGov Procurement online portal. Dealers/resellers shall be bound to the contract terms and conditions and pricing schedules.

### 4. SUBCONTRACTORS

Subcontractors providing installation services shall comply with State and City Contractors License Law and be duly registered and licensed thereunder. Bidders shall provide a list of any subcontractors used to complete the work performed under the resultant contract. Any work performed by subcontractors shall adhere to the contract terms and conditions and pricing schedules.

### 5. BID SECURITY

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.

Upload an acceptable bid security in the amount of \$100,000 where indicated in the Vendor Submission section of the OpenGov Procurement online portal. For vendors submitting bid bonds, the associated Power of Attorney should also be uploaded in the same section. Contact Rebecca Seifert at [rseifert@1gpa.org](mailto:rseifert@1gpa.org) for submittal instructions prior to the bid due date and time if your firm intends on submitting a certified check as bid security.

### 6. REQUIRED FORMS

Download, complete and upload each required form in the Vendor Submission section of the OpenGov Procurement online portal. Multiple files may be uploaded if there are supporting documents your firm wishes to submit. Be sure all forms are thoroughly completed and signed by your firm's authorized representative. Failure to submit complete forms may result in rejection of the bid.

## SUBMITTAL REQUIREMENTS

### 7. 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 addendum and then 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, covenants, 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, covenants, 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 Oblige) 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 Oblige, 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://procurement.opengov.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://procurement.opengov.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://procurement.opengov.com/portal/1gpa>

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

**SEPTEMBER 27 AT 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:

- Questions related to this solicitation should be submitted through the OpenGov online portal.
- 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.