

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MUSCO SPORTS LIGHTING, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2022, between the City of Glendale, an Arizona municipal corporation (the "City"), and Musco Sports Lighting, LLC., a(n) Iowa limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 17, 2018, under 1Government Procurement Alliance, the Deer Park Independent School District entered into a contract with Contractor to purchase the goods and services described in the Athletic Field/Court and Parking Lot Lighting Systems and Installation contract, Contract No. CSP# 18-23DP ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 17, 2018, and was extended through September 17, 2023. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 17, 2023. There are no renewals available under the Cooperative Agreement or this Agreement at this time.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four million dollars (\$4,000,000) for the entire term of the Agreement (initial term plus any renewals).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale

c/o Charles Thomas - Deputy Director
6210 W. Myrtle Ave., Suite 111
Glendale, AZ 85301

And

Musco Sports Lighting, LLC
100 1st Avenue West, PO Box 808
Oskaloosa, IA 52577
Musco.Contracts@musco.com

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

“City”

City of Glendale, an Arizona
municipal corporation


By: _____

Kevin R. Phelps
City Manager

“Contractor”

Musco Sports Lighting, LLC,
an Iowa limited liability company

By: _____


Name: James M. Hansen
Title: Secretary

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MUSCO SPORTS LIGHTING, LLC**

**EXHIBIT A
(DEER PARK INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 18-23DP
ATHLETIC FIELD/COURT AND PARKING LOT LIGHTING SYSTEMS AND
INSTALLATION)**



Contract Extension

June 8, 2022

Musco Sports Lighting
100 1st Avenue West, PO Box 808
Oskaloosa, IA 52577

ATTN: Amanda Hudnut (Amanda.hudnut@musco.com; musco.contracts@musco.com)

Re: Extension Agreement for Contract #18-23DP-01, Athletic Field/Court and Parking Lot Lighting

The above-referenced contract is hereby mutually extended for an additional one (1) year period until **September 17, 2023**. This is the fifth and final year of a 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 HB 1295 form (if doing business with Texas members)
- Updated Conflicts of Interest Questionnaire concerning conflicts with 1GPA or Lead Agency (if doing business with Texas members)
- Current SAM Verification and/or DUNS Number
- 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 are aware of new price lists that will be coming available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA. *Note: Percentage Discounts remain the same as per contract terms and conditions*



1GPA Government Procurement Alliance



Contract Extension

July 1, 2020

Musco Sports Lighting
100 1st Avenue West, PO Box 808
Oskaloosa, IA 52577

ATTN: Amanda Hudnut (Amanda.hudnut@musco.com; musco.contracts@musco.com)

Re: Extension Agreement for Contract #18-23DP-01, Athletic Field/Court and Parking Lot Lighting

The above referenced contract is hereby mutually extended for an additional one (1) year period through **September 17, 2021**. This is the third year of a potential five-year agreement. Please indicate your desire to extend by completing and emailing back the executed Contract Extension along with the following documentation:

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- Proof of Licensing in good standing (if applicable)
- Updated Contact Information Sheet completed
- Updated Master Cost Form/Price Sheet (if applicable)
- Current SAM Verification

Please check the appropriate box regarding pricing:

- Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 9/17/2021.
- Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable and percent discounts remain the same until the next contract renewal date of 9/17/2021.
- We have provided new price lists/catalog for 1GPA's review. Please see the attached updates. *(Note: Percentage Discounts should remain the same per contract terms and conditions.)*
Musco Sports Lighting, LLC provides an engineered-to-order system, upon which CSP pricing is based.

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. 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, please feel free to contact Christy Knorr by email: cknorr@1GPA.org.

Vendor Acceptance Signature: 	Date: 7/29/2020
Printed Name: James M. Hansen	
Title: Secretary	
1GPA Authorized Signature: 	
Printed Name: Christy Knorr	Date: 8/10/2020
Title: Vice President	
Deer Park ISD Authorized Signature: 	
Title: Director of Purchasing	
Printed Name: John Knowlton	Date: 8/11/2020



Contract Extension

July 31, 2019

Musco Sports Lighting
100 1st Avenue West
Oskaloosa, IA 52577

Attn: James Hansen (jim.hansen@musco.com, musco.contracts@musco.com)

Re: Extension Agreement for Contract #18-23DP-01, Athletic Field/Court and Parking Lot Lighting

The above referenced contract is hereby mutually extended for an additional one (1) year period through **September 17, 2020**. This is the second year of a potential five-year agreement. **Please indicate your desire to extend by completing and emailing back the executed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- Proof of Licensing in good standing (if applicable)
- Updated Contact Information Sheet completed
- Updated Master Cost Form/Price Sheet (if applicable)

Please check the appropriate box regarding pricing:

- Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 9/17/2020.
- Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable and percent discounts remain the same until the next contract renewal date of 9/17/2020.

We have provided new price lists/catalog for 1GPA's review. Please see the attached updates. *(Note: Percentage Discounts should remain the same per contract terms and conditions.)*

Musco Sports Lighting, LLC provides an engineered-to-order system, upon which CSP pricing is based.

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, please feel free to contact Christy Knorr by email: cknorr@1GPA.org.

Vendor Acceptance Signature:	Date: 8/9/2019
Printed Name: James M. Hansen	
Title: Secretary	
1GPA Authorized Signature:	
Printed Name: Christy Knorr	Date: 8.13.2019
Title: Vice President	
Deer Park Independent School District Authorized Signature:	
Title: Director of Purchasing	
Printed Name: John Knowlton	Date: 8/13/2019

**DEER PARK INDEPENDENT SCHOOL DISTRICT
PURCHASING OFFICE**

TO: Superintendent Victor White and Board of Trustees

FROM: Pete Pape, Assistant Superintendent for Business Services
John Knowlton, Director of Purchasing

DATE: September 3, 2018

SUBJECT: Contract award for Athletic Field/Court and Parking Lot Lighting
CSP #18-23DP

ACTION: Consider for Approval at Regular Board Meeting of September 17, 2018

Background

In accordance with state bid laws, legal notices were published in the Deer Park Broadcaster. In addition, the Purchasing Office sent solicitations to a total of 5 (five) companies nationally, and one (1) company responded. Deer Park is the lead agency on this cooperative contract through 1Government Procurement Alliance (1GPA). The contract resulting from this solicitation shall be for the use of all eligible 1GPA consortium members.

We are recommending that this solicitation be awarded to the following firm:

Musco Lighting

This contract will allow the District and 1GPA members to purchase a broad range athletic and physical education equipment and supplies on an as needed basis.

Justification

Compliance with bid laws and legal and local Board policies.

Financial Implications

Source of funds is general funds and other funding as applicable.

Contact Person

Pete Pape, Assistant Superintendent for Business Services
John Knowlton, Director of Purchasing

Recommendation

The administration recommends that the Board of Trustees approve award of **RFP # 18-23DP Athletic Field/Court and Parking lot Lighting** as presented.



Pete Pape
Asst. Superintendent of Business Services

John Knowlton
Director of Purchasing

CONCURRENCE:

Victor White
Superintendent of Schools

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.


42-1511754
 Federal Employer Identification Number

Musco Sports Lighting, LLC
 Company Name

James M. Hansen
 Printed Name

Secretary
 Title

Musco.Contracts@musco.com
 Primary Email (for Contract Inquiries)


 Authorized Signatory

100 1st Ave West, PO Box 808
 Address

Oskaloosa, IA 52577
 City, State Zip

641-673-0411
 Company Telephone Number

Diane Clouse
 Accounting / AP Contact Name

AP@musco.com
 Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as **CSP# 18-23DP ATHLETIC FIELD / COURT and PARKING LOT LIGHTING SYSTEMS AND INSTALLATION**

Awarded this 17th day of September 2018

This contract shall be effective this 17th day of September 2018

1GPA

Signature: Christy Knorr Date: 9/18/2018
 Printed Name: Christy Knorr Title: Vice President

Approved By: Deer Park Independent School District

Signature: John Knorr Date: 9/18/2018
 Printed Name: John Knorr Title: Dir of Purchasing

DEFINITION OF TERMS

“Attachment” means any item the Solicitation requires the Offeror to submit as part of the Proposal.

“Contract” means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Proposal and any Solicitation Amendments or Contract Amendments.

“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.

“DPISD” means Deer Park Independent School District, the lead agency for the procurement and award of any resulting contract under this solicitation.

“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.

“Offeror” means a person submitting a Proposal in response to a Request for Proposals

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

“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 Qualifications (“RFQ”). A “Request for Proposal” may also mean a “Request for Competitive Sealed Proposals,” where required by applicable law.

“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 OFFERORS

SECTION I – TERMS AND CONDITIONS GOVERNING SOLICITATION

1. Inquiries

- A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal 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 CSP will be accepted in writing through July 25, 2018 by 5:00 p.m. Request may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this CSP. Responses and addenda to this CSP, if necessary, are scheduled to be issued by July 27, 2018 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this CSP shall be directed to John Knowlton, Director of Purchasing, jknowlton@dpisd.onmicrosoft.com, or Fax 281-930-4644.
- D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead agency personnel.
- E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Proposal Opening:** Proposals 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 Offeror shall be read at this time and pricing, to the extent feasible. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.
- G. **Time Stamp:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Competitive Sealed Proposal (CSP). Proposals received after the time stated in the CSP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.
- 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. Proposal Preparation

- A. **Forms** - A Proposal 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 Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal.
- C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

UNIFORM INSTRUCTIONS TO OFFERORS

- D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.
- E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. 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 Proposal.
- H. **Tax Exempt Status** - 1GPA members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of 1GPA members. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. 1GPA and its members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.
- I. **Tax Responsibilities of Vendor** - 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.

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold 1GPA and its member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

- J. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal 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 Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;

UNIFORM INSTRUCTIONS TO OFFERORS

7. Uniform Instructions to Offerors.

- 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 Proposal

- A. **Sealed Envelope or Package** - Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. Refer to the Submittal Requirements & Proposal Format section of this RFP for specific Proposal Requirements.
- B. **Electronic Submission** - If determined by 1GPA and its lead agency that electronic submission of Proposals is advantageous, 1GPA will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected.
- C. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time.
- D. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

Vendor, lead agency and 1GPA agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor, 1GPA, and lead agency understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

- E. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror 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 Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror 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 Proposal 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 Proposal; 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, Federal Executive Order 11246; and
 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), 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 Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the

UNIFORM INSTRUCTIONS TO OFFERORS

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

5. By submission of this Proposal, 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
6. By submission of this Proposal, 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. By submission of this Proposal, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
8. The Offeror 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.

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. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered.
- C. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- D. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal 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 Proposal acceptance, the number of days shall be ninety (90).
- E. **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.
- F. **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 Proposals or portions thereof; or
 3. Cancel the Solicitation.

5. Award

- A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, 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 Offerors that 1GPA determines is necessary to meet the needs of its Members.
- B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and its lead agency with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

UNIFORM INSTRUCTIONS TO OFFERORS

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and its lead agency signs the Proposal 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 Governing Board Policy set forth by Deer Park ISD. Protests shall be in writing and be filed with John Knowlton, Director of Purchasing of Deer Park ISD. Instructions on how to file a protest are located on Deer Park ISD's website under Governing Board Policy.

UNIFORM TERMS AND CONDITIONS

SECTION II – TERMS AND CONDITIONS GOVERNING AWARD OF CONTRACT

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** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror 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 vendor. Vendor 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. **Applicability of Terms and Conditions to Members** – Terms and conditions contained in the Uniform Terms and Conditions purporting to govern the relationship between a Member and any Offeror are intended to provide minimum contract protections for the Members. In the event of any conflict between any terms and condition contained in a binding contract or purchase order between a Member and any Offeror and terms and conditions contained herein, terms and conditions agreed to by the Member and Offeror shall control, to the extent legally permissible.
- F. **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 CSP is Deer Park Independent School District.

2. **Contract Interpretation**

- A. **Application of Law** – The law of Texas applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Texas.

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. Offeror acknowledges that not all materials and services solicited by 1GPA and lead agency may lawfully be purchased by all types of Members under each Member's applicable state or federal law. If awarded a Contract, Offeror agrees not to make any binding representations to any Member as to the Member's ability to purchase a particular material or service through 1GPA, and neither 1GPA nor lead agency shall be responsible for an Offeror's representations to Members in this regard.

1GPA has lead agencies in Arizona and has its home office in Phoenix, therefore, all 1GPA contracts comply with the Arizona Procurement Code, Title 41, Chapter 23, the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, and the Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

- 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.

UNIFORM TERMS AND CONDITIONS

- D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
 - E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
 - F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. **Contract Administration and Operation**
- A. **Records** - 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 Proposal 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** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.
 - F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.
 - G. **Usage Reports** - The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.
 - H. **Submission of Usage Reports** - Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: cknorr@1gpa.org.
 - I. **Purchase Orders/Contracts** - All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

UNIFORM TERMS AND CONDITIONS

- 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.

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 cknorr@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** – Texas Government Code § 2251.021 shall govern when payments are due to the Vendor. For Members whose governing body meet only once a month or less, payment terms shall be a minimum of forty-five (45) days. For Members whose governing body meet more than once a month or more often, payment terms shall be a minimum of thirty (30) days.
- 1GPA members in other states shall follow the laws on the State they reside.
- 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.

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- D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. Risk and Liability

- A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure**
 - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 2. Force Majeure shall 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.

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7. **Warranties**

- A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 - 1. A quality to pass without objection in the trade under the Contract description;
 - 2. Fit for the intended purposes for which the materials or services are used;
 - 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. **Inspection/Testing** - The warranties set forth in this section shall not be 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
 - 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.

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9. Contract Termination

- A. **Cancellation for Conflict of Interest** - 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. **Gratuities** - 1GPA may terminate this Contract if it is determined that gratuities were offered or given 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 the making of any determination or decision about Contract performance.
- C. **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.

Vendor understands that Vendor is ineligible to receive a contract award with 1GPA if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689).

- D. **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.
- E. **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 1GPA reviewed 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.

- F. **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.
- G. **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.

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10. Contract Claims and Dispute Resolution

Deer Park ISD is the lead agency for this contract and all disputes are governed by the laws of the State of Texas, without regard to its provisions on conflicts of laws.

Any dispute involving a 1GPA member and Vendor outside of Texas 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 Requirements

- 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 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.

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- E. **Criminal History Review** – Prior to commencing any work under the Contract, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by TEX. EDUC. CODE Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with TEX. EDUC. CODE, Chapter 22 requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP or at CP school district members' locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies only if Vendor contracts with HCDE/CP to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

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

- F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- I. **Boycott of Israel** – Texas 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. **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 (EDGAR)**. All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.
- K. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least \$1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

<https://www.ethics.state.tx.us/tec/1295-info.htm>

https://www.ethics.state.tx.us/whatsnew/faq_form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start upon Board award and shall continue for a period of one (1) year thereafter, with an additional four (4) one-year extensions available, unless terminated, cancelled or extended as otherwise provided herein. 1GPA will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance, and a continued provision of best value to the members.
2. **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.
3. **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.
4. **FORM OF CONTRACT:** The Contract shall be the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Work/Services; the Proposal; and any Solicitation Amendments or Contract Amendments, in the order of precedence set forth in the Uniform Terms and Conditions.
5. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.
6. **PROPOSAL ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires a Proposal in response to this Solicitation to be valid and irrevocable for **90** days after the opening time and date.
7. **TIME STAMP:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.
8. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.
9. **AWARD:** Award(s) will be made to the Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous and Best Value to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made.
10. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded by individual line item, groups of line items, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members. Offeror 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.

SPECIAL TERMS AND CONDITIONS

11. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.
12. **PRICING:** Contract pricing must be based upon:
 - 1) Fixed discount(s) off published price list(s) or catalog(s)
 - 2) Firm fixed price
 - 3) A combination of the above
13. **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.
14. **CATALOG/PRICE LIST DISCOUNTS:** Discounts offered must clearly identify a percentage of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract. Current catalog or list prices, at the time of the bid, shall be valid for one year from contract effective date. The manufacturer's price list and catalog must be a formally published list for general distribution. The discount percentage shall remain firm for the term of the contract and shall be provided on the price sheet(s) where indicated for each of the manufacturers listed.
15. **DISCOUNTS:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract.
16. **PRICE ADJUSTMENT:** 1GPA may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. 1GPA shall determine whether the requested price increase or an alternate option is in the best interest of its Members and permitted by applicable law.
17. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised Published Price Lists may be used as a means of price adjustment. Revised pricing(s) will not become effective until revised lists(s) are submitted under cover letter identifying the applicable RFP and Contract Agreement number. Vendor cover letter and pricing lists(s) must be dated, signed and submitted to the cognizant buyer, 1910 W. Washington Street, Phoenix, AZ 85009. Contractor must hold the price list(s) firm for the first 12 months of the contract and may request to increase the List Price on an annual basis.
18. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Price increases, if any, shall not exceed the Federal CPI.
19. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
20. **VOLUME DISCOUNTS:** The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers

SPECIAL TERMS AND CONDITIONS

allowed to purchase under the Contract. Approval of volume discounts shall be in the form of a bilateral contract amendment.

21. **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.
22. **PRODUCT DISCONTINUANCE:** 1GPA may award a contract for a particular manufacturer and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues the product or model, 1GPA at its sole discretion may allow the Offeror to provide a substitute for the discontinued item. The Offeror shall request permission to substitute a new product or model and provide the following:
 - A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
 - F. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.
23. **QUANTITIES:** 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.
24. **SHIPPING TERMS:** Prices shall be F.O.B. Destination to Member's location. Contractor 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 contractor. All claims for visible or concealed damage shall be filed by the contractor. 1GPA Members will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
25. **NONCONFORMING MATERIALS:** Contractor shall deliver conforming materials in each installment under this contract and may not substitute nonconforming materials. 1GPA reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.
26. **PROTECTION OF MEMBERS:** The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by its operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine its 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 District.

The successful Offeror 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. Offeror agrees that it is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by Offeror. Offeror shall be liable for any and all damage caused by it or its employees or agents to the Member premises. The Offeror shall indemnify, hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, property damage or bodily injury resulting from Offeror's goods or services. Vendors shall

SPECIAL TERMS AND CONDITIONS

maintain such insurance as will protect it and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

27. **TRAINING:** The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment.
28. **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 Proposal by any vendor but is only enumerated in order to advise potential offerors of the requirements of 1GPA. Any Proposal which proposes like quality, design or performance will be considered.
29. **NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
30. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the purchaser's state Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
31. **RESPONSIBILITY OF OFFERORS:** 1GPA will consider the following factors in determining if an Offeror is responsible:
 - A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
 - B. The proposed contractor's record of performance and integrity.
 - C. Whether the proposed contractor is qualified legally to contract with the public entity.
 - D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
 - E. Complaints on file with the Registrar of Contractors.
 - F. Prior litigation history.
32. **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.
33. **LICENSE LAWS:** Offerors shall comply with all applicable licensure laws and requirements, and be duly registered as required. Include photocopy of any required licenses with Proposal.
34. **FEES AND PERMITS:** All required fees and permits must be included in the total proposal price.
35. **CLEAN UP:** Offeror shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. Upon completion of services, Offeror shall remove all waste materials and rubbish or surplus materials from and about the Member's premises. If the Offeror fails to clean up, the 1GPA Member may do so and the cost thereof shall be charged to the Offeror
36. **WARRANTY:** All items offered shall be covered by the manufacturer's standard warranty, and for such period as provided for by applicable law. Each Proposal must include a complete and exclusive statement of any product warranties.
37. **INSURANCE:** Offerors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the provision of goods and services under this contract. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

SPECIAL TERMS AND CONDITIONS

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. Offerors shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability-Occurrence Form

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

General Aggregate - \$2,000,000

Products-Completed Operations Aggregate - \$1,000,000

Personal and Advertising Injury - \$1,000,000

Each Occurrence - \$1,000,000

The policy shall be endorsed to include the following additional insurance language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000.

The policy shall be endorsed to include the following additional insured language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Higher limits shall be required based on the applicable state law of the Offeror.

4. Property Insurance

Contractor's awarded contracts for construction or expansion of buildings may be required to obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain the following provisions:

A. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

B.

38. SPILLAGE: Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

39. 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.

SPECIAL TERMS AND CONDITIONS

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.

40. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror 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

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

Neither Offeror 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 Offeror to provide services exclusively to 1GPA and that Offeror 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 Offeror 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 Offeror's employees.

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

41. EMPLOYEE IDENTIFICATION: All employees must check in at the front office of each Member site, and otherwise comply with any other security requirements of the Member. The Vendor's employees must have identification badges at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items may result in the employee being refused access to a Member's site or escorted off of a Member's property.

SCOPE OF WORK

PURPOSE

The intent of this CSP is to establish a contract for the purchase of Athletic Field / Court and Parking Lot Lighting Systems on an "as needed" basis by 1GPA Members.

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.

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.

SCOPE

The intent of this proposal is to award a contract(s) for the purpose of athletic field / court and parking lot lighting systems to be used by 1GPA members.

The lighting system shall be designed such that the light levels are guaranteed for a period of 25 years. Precise control of light with engineered optic systems using proven spill and glare reduction methods must be provided. The lighting system manufacturer must certify that their product meets or exceeds all local lighting ordinances pertaining to Dark Skies, offsite spill, and glare. To reduce the operating costs for the lighting system, it shall be energy efficient and cost efficient to operate. The lighted area must be proactively monitored to detect fixture outages over a 25-year life cycle. To optimize use of labor resources, a remote on/off control system for the lighting system must be included.

The following is a description of work that is required:

1. Galvanized steel pole and luminaire mounting cross arm
2. LED Luminaire, with appropriate glare/spill light control
3. Remote Driver enclosure
4. Pre-Engineered Pole Foundations
5. Control System
6. Installation of the foundations, poles and luminaries per RS Means.
7. Installation of the Electrical System per RS Means.
8. Manufacturer should include an adder expressed as a % for the structures in excess of the specified wind speeds. As an example 120 mph is ___% adder.
9. Manufacturer shall provide a deduct expressed as a % for providing HID lighting.

SPORTS LIGHTING PERFORMANCE

- A. The manufacturer shall supply lighting equipment and computer-generated point- by- point analysis to meet the following:
 1. The performance shall be in accordance with IES RP-6-15, which states maintained average luminance levels are values which the lighting system should always meet or exceed.
 2. Uniformity Ratio: The footcandle level shall have a uniformity ratio of maximum to minimum ratio of not greater than the following:
 - a. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start- up and throughout rated life of the lamp and shall be maintained for the warranty life.

SCOPE OF WORK

Football – Standard 4 pole layout, with poles located at the 15- yard line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
360' x 160'	50'	30 FC	50 FC	2.0:1	30' x 30'	72
360' x 160'	70'	30 FC	50 FC	2.0:1	30' x 30'	72
360' x 160'	100'	30 FC	50 FC	2.0:1	30' x 30'	72
360' x 160'	120'	30 FC	50 FC	2.0:1	30' x 30'	72

Soccer – Standard 4 pole layout, with poles located at a distance of $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.40))$ from the centerline, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.28))$ from the center line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
330x200	30'	30 FC	50 FC	2.0:1	30' x 30'	77
330x200	50'	30 FC	50 FC	2.0:1	30' x 30'	77
360x210	30'	30 FC	50 FC	2.0:1	30' x 30'	84
360x210	50'	30 FC	50 FC	2.0:1	30' x 30'	84
360x225	30'	30 FC	50 FC	2.0:1	30' x 30'	96
360x225	50'	30 FC	50 FC	2.0:1	30' x 30'	96

Baseball (90' Base path) – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Softball (60' Base path) – Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design.

Field Type	Field Size	Target Light Level (Inf/Out)	Target Light Level (Inf/Out)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points (Infield / Outfield)

SCOPE OF WORK

60' Base Path	200'	30/20	50/30	2.0:1	2.5:1	20' x 20'	25/73
60' Base Path	225'	30/20	50/30	2.0:1	2.5:1	20' x 20'	25/96
60' Base Path	250'	30/20	50/30	2.0:1	2.5:1	20' x 20'	25/119
60' Base Path	300'	30/20	50/30	2.0:1	2.5:1	20' x 20'	25/181
60' Base Path	320'	30/20	50/30	2.0:1	2.5:1	20' x 20'	25/209
90' Base Path	300'	50/30	70/50	2.0:1	2.5:1	30' x 30'	25/73
90' Base Path	325'	50/30	70/50	2.0:1	2.5:1	30' x 30'	25/90
90' Base Path	350'	50/30	70/50	2.0:1	2.5:1	30' x 30'	25/106
90' Base Path	320/360/320	50/30	70/50	2.0:1	2.5:1	30' x 30'	25/100
90' Base Path	330/400/330	50/30	70/50	2.0:1	2.5:1	30' x 30'	25/121

Tennis – Standard pole locations are 6' beyond the serving line and 3' outside the fence.

# Courts	TargetLight Level	Uniformity
2	50 FC	2.0:1
3	50 FC	2.0:1
4	50 FC	2.0:1
6	50 FC	2.0:1

Basketball - Outdoor – Standard pole locations are 6' beyond the end line and 6' beyond the sideline of the outer court.

# Courts	TargetLight Level	Uniformity
2	50 FC	2.0:1

Basketball - Indoor – Lighting shall be provided utilizing LED luminaires for the following area:

# Courts	TargetLight Level	Uniformity
94' x 50'	80 FC	2.0:1

SCOPE OF WORK

Parking Lots – Lighting shall be provided utilizing LED luminaires for the following area:

Parking lot	Total Square Feet	Target Average Light Level	Uniformity
330' x 200'	64,000	1 FC	NA

Pricing for alternate size parking may be determined by calculating a cost per square foot of the base size parking area and utilizing this cost to a different size area.

- B. Measurements of light shall be demonstrated on a computer-generated model that consists of a grid of a specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing for each field.
- C. Light Levels and Uniformity Ratio shall be calculated and shown on the computer-generated model. The Light Levels and Uniformities must meet or exceed the defined criteria in the specification.

Computer Models - Test Stations

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30' x 30'
Soccer	Entire Field	30' x 30'
Baseball	Entire Field	30' x 30'
Softball	Entire Field	20' x 20'
Tennis Courts 1 – 6	Entire Court	20' x 20'
Basketball Courts 2	Entire Court	20' x 20'
Basketball – indoor	Entire Court	10' x 10'
Parking Lot	Entire area (330'x200')	4' x 4'

SPILL / GLARE CONTROL EQUIPMENT

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. Glare Control: Maximum candela measured at 5' above grade at a distance of 100' should be better than that of a comparable HID design. These values are defined for typical sports fields listed below.

Typical Field Type	Maximum Candela at 100'
Baseball	<7,000 candela
Softball	<7,000 candela
Football	<7,000 candela
Soccer	<7,000 candela
Tennis	<7,000 candela

SCOPE OF WORK

- C. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

Lighting System Construction

System Description

Lighting system shall consist of the following:

- a. Galvanized steel poles and crossarm assembly. No direct burial steel or inverted base steel poles allowed.
- b. Pre-engineered concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied. **Additional costs of installation will be factored into the evaluation of the bid if an engineered prestressed foundation is not included with the bid.**
- c. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system, powder coat painted to match ECE. If manufacturer cannot provide die-cast aluminum housing, external hail shrouds shall be required.
- d. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
- e. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
- f. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
- g. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
- h. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
- i. Control cabinet to provide remote on-off control and monitoring of the lighting system. See Section F.2 for further details.

Manufacturing Requirements

All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

Durability

All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

SCOPE OF WORK

Lightning Protection

Manufacturer shall supply and equip all structures with lightning protection meeting NFPA 780 standards. Manufacturer shall integrate the required grounding electrode into the structure. System shall be UL Listed.

If grounding is NOT integrated into the structure the Manufacturer shall supply an electrode of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting.

Safety

All system components shall be UL Listed for the appropriate application.

Electric Power Requirements for Sports Lighting Equipment

Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3 percent of rated voltage. Voltage/Phase to be determined for each specific site.

Building Code

The base bid of the lighting system must comply with International Building Code Edition 2012 Exposure C, Standard variation with a wind speed of 115mph. Alternate bids for 120 mph shall also be provided to accommodate additional wind speeds prevalent throughout the United States.

Structural Design

The stress analysis and safety factor of the poles shall conform to AASHTO 2012 (LTS-4) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

Soil Conditions

The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by 2012 IBC, Table 1804. It shall be the installing contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:

Engineered foundation embedment design by a registered engineer in the "project" state.

Additional materials and/or services required to achieve alternate foundation.

3. Geotechnical report.

Foundation Drawings

Project specific foundation drawings stamped by a registered engineer in the state where the project is located is required. The drawings shall be available to the owner at the time of permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

Controls and Monitoring

- a. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- b. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- c. Optional Dimming: System shall provide for "High, Medium, Low", or "High/Low" dimming. System shall include key-activated switches to allow for automated dimming control or manual override.
- d. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.
 - i. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having

SCOPE OF WORK

- permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.
- ii. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
 - e. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
 - f. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
 - i. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
 - ii. Cumulative hours: shall be tracked to show the total hours used by the facility
 - iii. Report hours saved by using early off and push buttons by users.
 - g. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

Warranty

- a. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- b. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.
- c. Exclusions: Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered products parts or components, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning). It is the customer's responsibility to check and change fusing.
- d. The manufacturer shall have in place, the personnel, procedures and processes to implement and execute the warranty as detailed in this section of the specification.

Installation

The lighting system shall be installed by a licensed Contractor, licensed by the state and local governing jurisdiction of the project. Installation of the poles, fixtures and electrical system will be covered under RS Means pricing and priced on a per project basis.

This scope of work will include, unloading of the equipment upon arrival to the job site, design and installation of the concrete foundations, assembly of the poles and luminaires, all pole wiring, pole erection, and luminaire aiming. Wiring for the Lighting System is from the lights/luminaire assembly down to the remote electrical enclosure at the base of the pole where it will be terminated on the disconnect breaker. All packing material, containers and shipping debris will be

SCOPE OF WORK

removed from site. Note: Installation assumes reasonable access to the pole locations by standard two-wheel drive construction equipment.

Underground electrical feeders, ground rods, panel board, labor, transformer to energize the lighting system, spoils removed from augured holes, and all site restoration is included in this scope of work. This work will be priced separately on project-by-project basis and will utilize the current RS Means pricing, coefficient and must also include the appropriate city cost index. The cost of this work may be added to the bid, identified as RS Means pricing. RS Means pricing discount must be submitted with the proposal the bidder submits to the customer.

Electrical Engineering, geotech on-site inspection, all permits and Power Company fees are the responsibility of the owner.

Inspection and Verification

The lighting manufacturer shall guarantee illumination light levels. Field measurements shall be done per IESNA RP-6-01 recommendations. Failure to achieve the required results will require individual fixture re-aiming and re-measurements at the expense of the manufacturer.

EVALUATION CRITERIA

EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members, and satisfy the requirements of the RFP. 1GPA may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, 1GPA reserves the option to enter into discussions on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in 1GPA's own best interest. However, offering firms are cautioned that 1GPA may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria and weights:

1. **Pricing and Delivery schedule** form included on the Pricing and Delivery Form. 35 Points
2. **Quality of Vendor's goods and services:** Vendor will need to provide a summary regarding the quality of the Vendor's goods and services. 20 Points
3. **Reputation of the Vendor and Vendor's goods and services:** Vendors will need to include a summary of their reputation as a company as well as provide a summary of the goods and services the Vendor provides. 25 Points
4. **The extent to which the goods and services meets the Member Districts needs:** Vendor will need to include an explanation as to how their goods and services will meet the needs of the Member Districts as outlined in the scope of work for this RFP. 10 Points
5. **Vendor's past relationship with 1GPA Member District:** If Vendor has completed any past, relevant work with any 1GPA member, Vendor will need to include a brief summary of the work completed along with references as outlined in the Proposal Form. 20 Points
6. **Long-term cost to the Member Districts to acquire the Vendors goods and service:** Vendor shall provide any estimations as to long term cost of the goods and services in reference to the Scope of Work provided in the CSP. 10 Points
7. **Any additional relevant factors listed in this proposal that a public entity may consider in selecting a vendor for contract award, which may include, but is not limited to, any of the following:**
 - a. Warranties offered, vendor's warranty service history.
 - b. The probability of continuous availability of the goods and/or services offered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

1. SUBMITTAL REQUIREMENTS

THREE SUBMITTALS REQUESTED: One (1) original (hard copy) of the proposal shall be submitted in addition to one (1) electronic copy submitted on two (2) separate thumb drives. The original (hard copy) will be date stamped and deemed the official submittal. If an original (hard copy) proposal is NOT submitted, the electronic files submitted on thumb drives will NOT be evaluated.

2. PROPOSAL FORMAT

Each proposal should be submitted on the forms and in the format specified in the RFP. The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

TAB 1 – GENERAL INFORMATION

- 1.A. Provide a signed letter of interest, stating the firms' interest and qualifications in providing the specified service program, a brief history of the firm, length of time offering program, contribution to industry and awards.
- 1.B. Include a description of the organizational structure, and available resources.
- 1.C. Provide a statement signed by the authorized individual indicating the full and complete understanding of the requirements and scope of work detailed within the RFP and the ability of the firm to comply with all terms, requirements, and conditions of resultant contract.

TAB 2 – EXPERIENCE, EXPERTISE AND QUALIFICATIONS

- 2.A. Offeror shall provide a detailed section on previous accounts where same or similar services have been placed. It would be preferred to see a minimum of five references including the name of organization, address, contact person, phone number, scope of services provided. Preference shall be given to those firms who have been successful in operating within a governmental or public entity environment.
- 2.B. Offeror shall provide detailed information on the key personnel who will be selected to manage and oversee any resultant contract with 1GPA. This will include resumes of key individuals, experience and background of individuals, and role of individuals regarding this project.

TAB 3 – DESCRIBE ANY SPECIAL PROGRAMS OFFERED

TAB 4 – FINANCIAL STABILITY

- 4.A. Provide a current letter from your financial institution indicating the range or credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. These letters will only be used to evaluate bids and will not be made available to the public.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

- 4.B Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation.
All financial information will be kept confidential.

TAB 5 – ADDITIONAL VALUE

- 5.A. Specify all regions, counties and states that your firm serves.
- 5.B. 1GPA is interested in making this a national cooperative contract. Address whether or not Offeror can provide a national contract. Describe in detail how a national presence is capable through your firm. Describe a marketing plan and how volume will be tracked and reported to 1GPA.
- 5.C. Provide a list of other cooperative contracts held and how those contracts will affect your firm's contract with 1GPA if awarded

TAB 6 – COST AND PRICE PROPOSAL

See attached EXCEL form. All other materials and labor not listed on the form shall be priced according to the latest version of the RS Means Facilities Cost Data Book using the "total including overhead and profit column," subject to the Coefficients/Multipliers below, in addition to location factors applicable to the designated price book.

1. Complete all applicable pricing as it pertains to your firm's offerings on the attached EXCEL Spreadsheet
2. All pricing must be filled out electronically and saved in EXCEL format. DO NOT complete by handwriting in ink. EXCEL format should be unlocked for the purposes of evaluating costs submitted.
3. When COST FORM is completed, print out all forms and include a hardcopy in this section of your proposal and save as a PDF for your PDF submission also- this will ensure the integrity of pricing submitted and avoid potential rejection of proposals in the event an excel spreadsheet does not function properly when opened electronically (a common occurrence).
4. Remember to SAVE each worksheet as you go to ensure your worksheet is complete prior to saving to the thumb drive.
5. Submit any additional price lists or explanation of cost as applicable to your firm as needed for products/services not addressed in the Cost Form. It is the Offeror's responsibility to be thorough in explaining how costs are applied for products and services.

TAB 7 – PRODUCT INFORMATION AND DETAILS

7.A Proposal must include information regarding maintained light scans for each field and parking lot per specifications, as well as detailed product information, including details for the pre-engineered foundations and fixtures.

7.B Information for the automated control system to include monitoring must also be included. In addition, provide examples of system reporting and personnel access and maximum number of personnel that can have access.

TAB 8 – WARRANTY

Complete description of warranty and after-sales services is required. Include information detailing method of execution of long-term warranty and after-sales service.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

TAB 9 – DEVIATIONS

Your company is required to submit a list of all deviations to the General Terms and Conditions or other requirements and provide complete and detailed information regarding the deviations, with signature of Authorized Company Official included. 1GPA will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviations.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions and all other requirements associated with this proposal if awarded a contract under this proposal.

TAB 10 INSTALLATION AND REPAIR SERVICES

YES My company does propose to provide installation and/or repair services.

NO My company does not propose to provide installation and/or repair services.

If your response to the above question is YES, you must include responses to the following:

- 10.A In accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) architectural or engineering services must be procured separately, outside of the Cooperative. When performing work under the contract on a project that requires the services of an architect or professional engineer, please explain your procedures for working with a 1GPA Member and its designated architect or engineer with respect to services that must be procured outside the contract.
- 10.B Describe the tasks and functions that your company can complete without the use of a subcontractor or other third party.
- 10.C List all contract if any, in the last 10 years on which your company has defaulted or that have been terminated for any reason and provide project name, scope, value, and date and name of the procuring governmental entity for each one. Provide complete explanation of the circumstances of the default or termination.
- 10.D List all litigation or other legal proceedings, if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this contract or the work contemplated under this contract. Provide information regarding type of lawsuit/proceeding, nature of the claim, and resolution or current status.
- 10.E Provide detailed description of the quality control system your company will use, including third party auditing certification as a means to support the long-term performance and structural strength of the products to be used in a project under this contract.
- 10.F In the event the work will require your company to tender performance and payment bonds, provide the name of the bonding company or surety that will issue such bonds.
- 10.G In detail, describe all documented safety issues, if any, that have involved your company in the past three (3) years related to the type of work contemplated under this contract. In addition, provide a three year history of your firm's workers compensation experience modifier.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

TAB 11 – RESPONSIVENESS

Include in this section all required forms

- Proposal and Acceptance Form (see page 4)
- Pricing Proposal Form
- Contact Information, Form A
- Non-Collusion Affidavit, Form B
- Certification of Interested Parties – Form 1295 (original from Tex. Ethics Comm'n website to be provided by Proposer)
- Conflict of Interest Questionnaire, Form C
- Felony Conviction Form, Form D
- Criminal History: Contractor Employees, Form E
- Criminal History: subcontractor Employees, Form F
- MWBE/HUB (Vendor Questionnaire), Form G
- Non-Resident Bidder Form, Form H
- Antitrust Certification, Form I
- Debarment Certification, Form J
- Texas Family Code Certification, Form K
- EDGAR Certifications, Form L
- IRS Form W-9 (to be provided by Proposer)
- Certificate of Insurance (to be provided by Proposer)

FORM A – CONTACT INFORMATION

Sales Reports / Accounts Payable Contact Person:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Contact Person:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Sales and Marketing Contact Person:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

FORM B - NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Name

Title

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20_____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to proposal in the Response Attachment section of the DPISD eBid System)

DPISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits DPISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to DPISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom DPISD contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - All vendors must complete Form 1295, even if no interested parties exist
 - In Section 2, insert “Deer Park ISD”
 - In Section 3, insert the RFP # for this proposal
- (2) print a copy of the completed form (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity sign the form
- (4) notarize the form
- (5) submit the completed, signed, notarized Form 1295, with the certification of filing, by attaching the form to your proposal in the Response Attachment section of the DPISD eBid System

DPISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After DPISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from DPISD.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

CONFLICT OF INTEREST QUESTIONNAIRE INSTRUCTIONS

Deer Park Independent School District (DPISD) and 1GPA are required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with DPISD and 1GPA or who seeks to do business with DPISD and 1GPA must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of DPISD and/or 1GPA or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of DPISD and/or 1GPA, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of DPISD and/or 1GPA.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

- **1GPA Procurement Officers include:**

Ken Carter, Executive Director
Nancy M. Mowry, Texas Executive Director
Jennifer Munoz, Executive Director Procurement & Compliance

- **DPISD Current local government officers include:**

John Knowles, Director of Purchasing
Current DPISD Board of Trustees, as identified on the District's website

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

FORM C - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

FORM D - FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Authorized Official Company Name: _____

You must select one and sign below:

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s):

Detail of Convention(s):

(Attach additional pages if necessary)

Signature of Company Official: _____

Date: _____

FORM E - CRIMINAL HISTORY: CONTRACTOR EMPLOYEES (As Applicable)

Background: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to 1GPA that they have complied and must obtain similar certifications from their subcontractors. See *SB 9 Contractor Certification: Subcontractor attachment*. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. 1GPA will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by 1GPA; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Contractor"), I the undersigned authorized signatory for Contractor, certify to 1Government Procurement Alliance ("1GPA") that [check one]:

None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

- Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify 1GPA in writing within 3 business days.
 - (3) Upon request, Contractor will provide 1GPA with the name and any other requested information of covered employees so that 1GPA may obtain criminal history record information on the covered employees.

If 1GPA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at 1GPA.

I also certify to 1GPA on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date

FORM F - CONTRACTOR CERTIFICATION: SUBCONTRACTOR (As Applicable)

Background: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to 1GPA and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. 1GPA will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by 1GPA; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with _____ ("Contractor"), to provide services in connection with the contract between 1Government Procurement Alliance ("1GPA") and Contractor. I, the authorized signatory for Subcontractor, certify to 1GPA and Contractor that [check one]:

None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify 1GPA in writing within 3 business days.
- (3) Upon request, Subcontractor will provide 1GPA with the name and any other requested information of covered employees so that 1GPA may obtain criminal history record information on the covered employees.

If 1GPA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at 1GPA.

I also certify to 1GPA and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature Title Date

FORM G – NON-RESIDENT

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for 1GPA to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder:

- Yes
- No

City and state of vendor's principal place of business:

FORM H – MWBE/HUB DISCLOSURE

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or certified by another certifying agency as a Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) Yes No
Vendor certifies that this firm is a HUB (Required by some participating agencies) Yes No

Please scan a copy of MWBE and/or HUB certification letter(s) to this form and, if applicable, include the percentage of your business with MWBE and/or HUB suppliers.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor/Contractor Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

FORM I - ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name _____
(Please Type or Print)

Address _____

Phone _____ Fax _____

Email _____ Website _____

Name of Person Submitting Bid _____

Signature _____ Date _____

Position with Company _____

FORM K - CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date: _____

FORM L - EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply, where applicable, to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the

FORM L - EDGAR CERTIFICATIONS

construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

FORM L - EDGAR CERTIFICATIONS

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

FORM L - EDGAR CERTIFICATIONS

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



1Government Procurement Alliance



September 17, 2018

Musco Sports Lighting
Attn: James Hansen
100 1st Avenue West
Oskaloosa, IA 52577

Dear Mr. Hansen,

1GPA is pleased to announce that your company has been awarded a contract for the following services based on the proposal submitted to 1GPA for RFP # 18.23DP:

Commodity/Contract Title:

Athletic Field / Court and Parking Lot Lighting

Contractor/Vendor:

Musco Sports Lighting

Contract Number:

18-23DP-01

The contract is effective immediately and will expire on September 17, 2019. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

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 at 480/399-6366 or via email; cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Nancy M. Mowry

Nancy M. Mowry, CTSBO
Executive Director - Texas
1GPA

John Knowlton

John Knowlton
Director of Purchasing
Deer Park Independent School District



Deer Park Independent School District, as the lead agency representing 1Government Procurement Alliance in the State of Texas, is releasing the following solicitation:

**Request for Competitive Sealed Proposal CSP# 18-23DP
ATHLETIC FIELD / COURT and PARKING LOT LIGHTING SYSTEMS AND
INSTALLATION**

Proposal Due Date and Time: August 2, 2018 at 2:00 P.M. Central Time Zone

RFP Opening Location: Deer Park ISD – Lead Agency for 1GPA
Attention: 1GPA
2800 Texas Ave.
Deer Park, TX 77536

Last Day for Questions: July 25, 2018

Deer Park Independent School District, as the lead agency representing 1Government Procurement Alliance (1GPA), will receive Proposals for the materials or services specified, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

Solicitations shall be in the actual possession of the lead agency on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope with the Request for Proposal number and the Offerors name and address clearly indicated on the envelope. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be directed to: Nancy M. Mowry, 1GPA Texas Executive Director
Email: nmowry@1gpa.org
Phone: 936-662-4097

John Knowlton

John Knowlton, Director of Purchasing
Deer Park Independent School District (DPIISD)

Nancy Mowry

Nancy Mowry - Texas Executive Director
1Government Procurement Alliance (1GPA)

Date: July 3, 2018

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DOCUMENTS REFERENCED

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

Federal:

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>

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

Texas:

Texas Government Code Chapter 791, Interlocal Cooperation Act is available at
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm>

Texas Education Code Chapter 44 is available at
<http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.44.htm>

Texas Government Code Chapter 2253 is available at
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2253.htm>

Texas Government Code Chapter 2269 is available at
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2269.htm>

Texas Local Government Code § 262 Purchasing and Contracting Authorities of Counties is available at
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.262.htm>

Texas Local Government Code § 271 Purchasing and Contracting Authority of Municipalities, Counties and other Local Governments is available at
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.271.htm>

Arizona:

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

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

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, [Click Here](#) to be re-directed to 1GPA website

INTRODUCTION TO 1GPA COOPERATIVE

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies and non-profit organizations 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?

1GPA provides 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 the contracts awarded by our organization 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.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MUSCO SPORTS LIGHTING, LLC**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the terms and conditions of this Agreement and the Deer Park Independent School District Contract No. CSP# 18-23DP, the City is retaining Musco Sports Lighting to provide Athletic Field/Court and Parking Lot Systems and Installation services for sports fields at City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MUSCO SPORTS LIGHTING, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

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

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$4,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay Contractor compensation in accordance with the rates as set forth in the Deer Park Independent School District Contract No. CSP# 18-23DP, for Athletic Field/Court and Parking Lot Lighting Systems on an as-needed basis.