Contract No. 2026-063

COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DUNCOR, LLC
D/B/A
SUMMIT WEST SIGNS

THIS COOPERATIVE SERVICES AGREEMENT (this "Agreement") is entered into upon execution between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and DunCor, LLC, d/b/a Summit West Signs, an Arizona limited liability company (the "Vendor").

RECITALS

A. After a competitive procurement process (RFP #25-05P), 1 Governmental Procurement Alliance ("1GPA") entered into Contract No. 25-05P-02-E1, dated October 15, 2024, as amended (collectively, the "1GPA Contract") for the Vendor to provide "Scoreboards, Signs, and Related Products". A copy of the 1GPA Contract is incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the 1GPA Contract, at its discretion and with the agreement of the awarded Vendor, and the 1GPA Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the 1GPA Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with "Scoreboards, Signs, and Related Products". (the "Materials and Services"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date of execution and shall remain in full force and effect until June 30, 2027 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the 1GPA Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year term (the "Renewal Term") if: (i) it is deemed in the best interests of the Town, subject to availability and appropriation

of funds for renewal in each subsequent year, (ii) the term of the 1GPA Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the 1GPA Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the 1GPA Contract attached hereto as Exhibit A and incorporated herein by reference. The Town does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the 1GPA Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the 1GPA Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the 1GPA Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Vendor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring the Materials or Services into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Work Order. The Town will not reimburse the Vendor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Vendor an amount not to exceed **$150,000** per Term for the Materials and Services.

4. Payments. The Town shall pay the Vendor monthly (and the Vendor shall invoice monthly), based upon acceptance and delivery of Materials and/or Services performed and

completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the 1GPA Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the 1GPA Contract will be subject to rejection and may be returned. All invoices and statements shall be emailed to accountspayable@fountainhillsaz.gov.

5. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 6 below, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in

defending such as action.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the 1GPA Contract, invoices, and the Proposal, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the 1GPA Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the 1GPA Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the 1GPA Contract, the Town shall be afforded all of the rights and privileges afforded to 1GPA and shall be "1GPA" (as defined in the 1GPA Contract) for the purposes of the portions of the 1GPA Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to 1GPA to the extent provided under the 1GPA Contract, and such

insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Laws and Regulations. Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

16. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Rachael Goodwin, Town Manager
With copy to:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Jennifer Wright, Town Attorney
If to Vendor:	DunCor, LLC d/b/a Summit West Signs 4049 E. Presidio St., Ste. 101 Mesa, Arizona 85215 Attn: Dana Duncan

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

“Town”
TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

FOR THE TOWN OF FOUNTAIN HILLS:

______________________________Date
Town Manager

ATTESTED TO:

________________________Date
Town Clerk

APPROVED AS TO FORM:

__________________________Date
Town Attorney

FOR THE VENDOR:

By: Date

Name ______________________________

Title: ______________________________

EXHIBIT A
TO
COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DUNCOR, LLC
D/B/A
SUMMIT WEST SIGNS

[1GPA Contract]

See following pages.

[DUNCOR, LLC DBA SUMMIT WEST SIGNS] RESPONSE DOCUMENT REPORT

RFP RS D No. 25-05P

Scoreboards, Signs and Related Products

RESPONSE DEADLINE: August 13, 2024 at 11:00 am

Report Generated: Friday, September 20, 2024

DunCor, LLC dba Summit West Signs Response

CONTACT INFORMATION

Company:
DunCor, LLC dba Summit West Signs

Email:
dana@summitwestsigns.com

Contact:
Dana Duncan

Address:
4049 E. Presidio Street
Suite 101
Mesa, AZ 85215

Phone:
N/A

Website:
www.summitwestsigns.com

Submission Date:
Aug 12, 2024 5:18 PM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 6, 2024 7:54 AM by Dana Duncan

QUESTIONNAIRE

1. GENERAL INFORMATION

PROPOSAL REQUIREMENTS*
Confirm your firm's full understanding of the instructions, terms, conditions and scope of work detailed within the RFP and the ability of the firm to comply with all terms, requirements and conditions of the resultant contract.

Yes

PROPOSAL *
Upload a complete proposal (without cost) in this section. The proposal shall be prepared to include at least the following information in the sequence outlined in the solicitation starting on page 7.

Proposal_RFP_#25-05P.pdf

2. COST

1GPA ADMINISTRATION FEE*
Confirm your firm's understanding that the 1% 1GPA administration fee shall be included in the net price and shall not be added to the approved contract prices.

Confirmed

DISCOUNT SCHEDULE *

Please download the Discount Schedule excel document, complete, and upload.

- Discount_Schedule_25-05P.xlsx

Discount_Schedule_SummitWestSigns2024.pdf

MANUFACTURER PRICE LISTS
Upload all manufacturer price lists as provided on the Discount Schedule as separate PDF documents.

Summit_West_Signs_Price_List_2024.xlsx

LABOR AND SERVICE RATES*
Please download the Labor and Service Rates excel document, complete, and upload.

- Labor_&_Service_Rates_25-05...

Labor_&_Service_Rates_SummitWestSigns2024.pdf

REGIONAL PRICE ADJUSTMENT*
Please download the Regional Price Adjustment excel document, complete, and upload.

- Regional_Pricing_25-05P.xlsx

Regional_Pricing_SummitWestSigns2024.pdf

ADDITIONAL PRODUCTS AND SERVICES
Download the Additional Products and Services excel document, complete and upload. Provide pricing for other products and services offered to Members within the Scope of Work that has not been included in other pricing documents.

- Additional_Products_and_Ser...

Additional_Products_and_Services_SummitWestSigns2024.pdf

ADDITIONAL INFORMATION - COST

Upload any additional information regarding your firm's cost proposal.

Summit_West_Signs_Price_List_2024.xlsx

3. FORMS

REQUIRED FORMS*
Please download the below documents, complete, and upload:

- Offeror's Proposal & Contract Acceptance Form
- Confidential Proprietary Submittal Form
- Non-Collusion Affidavit Form
- MWBE and HUB Form
- Debarment Certification Form
- 2CFR Section 200 Certification Form
- Financial Questionnaire – (Held Confidential)
- Certificate of Insurance Form
- IRS W-9 Form
- Vendor Information Form
- Combined_Forms_25-05P.pdf

Combined_Forms_#25-05P.pdf

4. OTHER

COMPANY LOGO*
Upload your company logo in either a .jpg or .eps format.

SWS_vert_gradient_logo.pdf

FIRM INTRODUCTION*
Provide a 1-2 sentence introduction to your company which will serve as your company's introduction on our exclusive Member Portal **if awarded.** This will enable Members to determine what type of services and/or products your company provides at a glance if they are not already familiar.

Summit West Signs is the largest school sign designer, builder and installer in Arizona; our high-volume production supports attractive, discounted pricing to 1GPA members. Summit West Signs has grown to become one of the most respected commercial sign companies in the Southwest, now offering virtually any sign-related product and service.

OPTIONAL VIDEO
You may also upload a short (1-2 minutes or less) introductory video if desired here.

Welcome_to_Summit_West_Signs.mp4

5. REMINDER

OpenGov does not verify the correct documents are uploaded to the correct sections. Please review your uploaded documents prior to submission.

RFP #25-05P Scoreboards, Signs and Related Products
Proposal — August 12, 2024

SECTION 1 – GENERAL INFORMATION

1A - Provide Name and Contact Information

Duncor LLC dba Summit West Signs
4049 E Presidio Street
Mesa, AZ 85215

Contact:
Carlos Hernandez, Chief Estimator
carlos@summitwestsigns.com
480-926-3465 ext. 510

1B – Statement of Firm Ability and Understanding

The Summit West Signs team has thoroughly reviewed RFP #25-05P. We have a complete understanding of the requirements of this solicitation. Our firm will fully comply with all terms and conditions of the resultant contract.

SECTION 2 – OVERALL PRODUCTS & SERVICES OFFERED

2A – Identify Products and Services Offered by Firm

Summit West Signs is a full-service custom designer, manufacturer and installer, setting standards since 1986. Our enviable reputation is built on the expertise of our team members. From state-of-the-art machines to top-tier designers and equipment, our sign manufacturing plant is fully equipped. Staffed with hundreds of years of combined experience, our core values are:

- *Fanatical Attention to Consistency and Detail*
- *We Build Relationships: With Customers, Vendors and Co-workers*
- *Solution-Driven Thinking*
- *Committed to Doing the Right Thing*

Our capabilities include, but are not limited to:

Electronic Scoreboards and Timing Systems:

- Baseball/Softball Scoreboards
- Basketball Scoreboards
- Football Scoreboards
- Golf Scoreboards
- Hockey Scoreboards
- Lacrosse Scoreboards
- Multi-Sport Scoreboards
- Pace of Game Clocks
- Portable/Handheld Scoreboards
- Scorers Tables
- Shot Clocks
- Soccer Scoreboards
- Swimming Scoreboards
- Track Scoreboards
- Tennis Scoreboards
- Wrestling Scoreboards

Electronic Signs:

- Cabinets
- Channel Letters
- Digital Walls of Fame
- Indoor and Outdoor Building Signs
- Message Boards
- Marquee Signs
- Ribbon Boards
- Video Displays

Signage Products (Non-Electric):

- Acrylic Letters, Numbers & Signs
- ADA Compliant Signs
- Aluminum Letters, Numbers & Signs
- Plaques
- Portable Signs
- Posters

- Banners
- Building Signs, Channel Letters
- Cast Metal Letters, Numbers & Signs
- Directional Signs
- EMC Monument Signs
- Regulatory Signs
- Spirit Flags
- Traffic Signs
- Vinyl Decals
- Wooden Signs

Additionally, our full-service fleet is manned by experienced technicians who install and service all applicable products. Over our years of operation, we have successfully fulfilled every client's need, within contract parameters.

Summit West Signs adheres to Federal, State, County, and Municipal government regulations, rules, ordinances, and industry standards set by trade associations, including ADA, ASA, ASTM, OSHA, and UL codes. Our staff provides design, specifications, and engineering services, conducting thorough site inspections and verifying field measurements as needed to ensure proper installation. Electrical wiring and hookup requirements are handled by our subcontractors, in accordance with project plans and specifications.

With 25 years of experience in sign design, fabrication and installation, we possess the expertise to handle all types of scoreboards and signs, including the removal of existing signs and footings. We are qualified to inspect, maintain, and repair a broad range of scoreboards, signs, and related products. Our in-house and offsite personnel provide software training, programming, and graphics instruction to clients.

2B – Identify Additional Products and Services

Summit West Signs is the premier school sign builder in Arizona, unmatched in volume within the Arizona education sector. Over the years, Summit West Signs has earned a reputation as one of the most respected commercial sign companies in the Southwest. We offer a comprehensive range of sign-related products and services and proudly operate as a full-fledged UL-listed fabricator, manufacturing virtually everything we sell to precisely meet our clients' needs.

Our team leaders boast extensive careers in the sign industry, spanning from twenty to thirty years. Summit West Signs' fleet includes four bucket trucks, two cranes, and our own excavation equipment. All sign products are completed in Summit West Signs dedicated automotive paint booth. We manage every project from inception to completion, utilizing in-house fabricators and installers for seamless execution.

2C - Warranty

Limited Warranties (Standard and Optional)

Standard Limited Five-Year Warranty on All (Non-LED) Commercial Products

We promise that your commercial signage (excluding temporary and promotional signage of any type including - but not limited to - banners, magnetics, garments, flags, promotional items, zip track letters, lamps & other consumable parts of any type) will perform reasonably (i.e.: be useable for its normal function) during the term of this limited warranty. Specifically, in the case of vinyl lettering and graphics, the graphics shall not curl or become detached from the substrate and shall not fade more than 10%; nor crack or shrink by more than 5%. In the case of metal letters and cabinets, acrylic faces and trim cap they shall not break, dent, crack or separate (excludes impact from foreign objects) nor fade more than 10% from the original color. Installation-related claims are valid only if we have completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this warranty, if the product fails, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. During the second through fifth years, parts will be repaired (or replaced at our sole option) as per the following schedule of pro-rated fees: Year Two - 50% of our normal fee (a 50% discount); Year Three - 60% of our normal fee (a 40% discount); Year Four - 70% of our normal fee (a 30% discount); Year Five - 80% of our normal fee (a 20% discount). During the second through fifth years all labor (as well as any additional trip charge, mileage or other related fees) will be provided at our normal rates. Some parts (as well as a few products we provide that are manufactured by others) carry an extended manufacturer's warranty which may apply over and above our warranty - if this is the case we will make reasonable efforts during the extended term of the other manufacturers warranty period to obtain replacement parts (and/or if offered service) from the manufacturer on your behalf, but shall not be liable for any other manufacturer's failure to perform as agreed or represented. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Two-Year Warranty for New Installations (equipment)
We promise that the installation of your commercial signage (excluding temporary and promotional signage of any type including - but not limited to - banners, magnetics, garments, flags, promotional items, zip track letters, lamps & other consumable parts of any type) will perform reasonably (i.e.: be useable for its normal function) and meet all code requirements during the term of this limited warranty. Installation related claims are valid only if we completed the entire installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this warranty, if the installation work proves to be insufficient or defective, we will replace or repair the work, at our option. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Five-Year Warranty on LED Sign Components (Excludes Message Centers)
We promise that the LED's and power supplies used in your sign will perform reasonably (i.e.: be usable for its normal function) during the term of this limited warranty. This warranty is only applicable as regards labor, if we completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this limited warranty, if the LED's or power supplies fail, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. During the second through fifth years, parts will be repaired (or replaced at our sole option) as per the manufacturer's warranty which applies over and above our warranty - and we will make reasonable efforts during the extended term of the manufacturer's warranty period to obtain replacement parts (and/or if offered service) from the manufacturer on your behalf, but shall not be liable for the manufacturer's failure to perform as agreed or represented. During the second through fifth years you will be responsible for payment of any required labor, mileage, mobilization and per diem fees at our normal applicable rates. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Five-Year Warranty on Custom LED Message Centers
We promise that the LED message center used in your sign will perform reasonably (i.e.: be usable for its normal function) during the term of this limited warranty. This warranty is only applicable as regards labor, if we completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this limited warranty, if the display itself (or an electronic component within it) fails, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. During the second through fifth years, parts will be

repaired (or replaced at our sole option) as per the manufacturer's warranty which applies over and above our warranty - and we will make reasonable efforts during the extended term of the manufacturer's warranty period to obtain replacement parts (and/or if offered service) from the manufacturer on your behalf, but shall not be liable for the manufacturers failure to perform as agreed or represented. During the second through fifth years, you will be responsible for payment of any required labor, mileage, mobilization and per diem fees at our normal applicable rates. This display warranty excludes cosmetic issues, normal weathering, normal changes in brightness, programming errors, training issues, issues with cabinets and enclosures and trim, as well as any other issue that is not directly related to the display itself (and not the remainder of any sign structure or enclosure). EMC displays shall continue to function as per the original specifications, with no more than 2% of the visible LED's allowed to be "dead". In the case of EMC displays, this warranty covers only the hardware, and support for the hardware. Maintenance and upgrading of the software is solely the responsibility of the manufacturer and is not included in this warranty. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Standard Limited Two-Year Warranty on Basic LED Message Centers
We promise that the LED message center used in your sign will perform reasonably (i.e.: be usable for its normal function) during the term of this limited warranty. This warranty is only applicable as regards labor, if we completed the installation. Damage from acts of God, war, civil unrest, extreme weather conditions, accidents, impacts, service by others and/or man-made causes are not covered. During the term of this limited warranty, if the display itself (or an electronic component within it) fails, we will replace or repair the product, at our option. All parts and labor necessary to make the repairs (or replacement at our sole option) will be provided without charge during the first year. This display warranty excludes cosmetic issues, normal weathering, normal changes in brightness, programming errors, training issues, issues with cabinets and enclosures and trim, as well as any other issue that is not directly related to the display itself (and not the remainder of any sign structure or enclosure). EMC displays shall continue to function as per the original specifications, with no more than 2% of the visible LED's allowed to be "dead". In the case of EMC displays, this warranty covers only the hardware, and support for the hardware. Maintenance and upgrading of the software is solely the responsibility of the manufacturer and is not included in this warranty. This warranty specifically excludes liability for consequential damages of any kind. In no case shall any liability under this agreement be for a greater amount than the original invoiced cost of the sign's). In the event that any sign is added to, repaired by, or tampered with by anyone other than Summit West Signs, and warranty service is required as a result of these actions by others, we reserve the right to refuse to provide such service under warranty.

Optional Extended Limited Warranty for Commercial Sign Products
(Offered at Extra Cost)
The Optional Extended Limited Warranty is offered at an additional fee equal to the sum of: (8% of the total selling price of the covered signs) times (number of years of coverage desired). Coverage may be requested for periods of one to five years, in one-year increments. Not all types of signage are eligible for coverage, and Summit West Signs reserves the right to decline to offer this Optional Extended Limited Warranty on any sign(s), for any reason. Under the Optional Extended Limited Warranty, your coverage will be expanded as follows: All labor and parts coverage (as shown in the applicable section(s) above) will be as shown for year one during the entire term of the extended warranty.

Mileage Restrictions for All Warranties
In the event that the sign location is more than 50 miles round trip from Summit West Signs main facility location, our normal fees for mileage and mobilization will apply to each trip made in excess of the 50 included miles.

2D – Provide Information on your firm's return process for wrong or defective products.
Any defective product is inspected, reordered, repaired or replaced at no cost to the customer. Upon receiving notification from the customer, non-stock items are typically repaired/replaced within 1-2 weeks of procuring the required materials and/or parts.

2E - Normal Business Hours
Summit West Signs Normal Business Hours – 7am to 5pm Monday – Friday

NON-BUSINESS Hours – After 5pm, weekends, and holidays are considered non-business hours. However, we extend our business hours when necessary to accommodate client needs.

AFTER HOURS services are available to members in the event of an emergency.

2F - Average Lead Times
As most of our work is custom-made, it is not readily available as an in-stock commodity. Projects such as scoreboards and EMCs (Electronic Message Centers) typically require four or more weeks for completion. Upon design approval, Summit West Signs typically requires a lead time ranging from two to eight weeks. Factors influencing lead time may include project scope/size, permitting requirements, and our current production queue. We regularly stock standard material substrates, allowing for quicker turnarounds of 5–10 days. These materials include acrylic, coroplast, vinyl, banner materials, aluminum composite, and solid sheet aluminum.

2G - Project Completion, Implementation and Training
We typically have a two-man installation crew for each job. The two-man crew oversees installation procedures and adheres to safety requirements. This crew can be adjusted to be anywhere from a one-man crew all the way up to a six-man crew depending on the size and requirements of the job. All equipment is inspected daily to ensure safety and proper function. When installation is complete, the designated trainer contacts the Client representative to schedule the training session.

2H – Inspection, Maintenance and Repair
Summit West Signs has dedicated team members assigned to service, troubleshoot, and maintain all its products. We assign the best technician to the issue that needs to be resolved.

2I – Training and Technical Support
Zoom and in-person training provided, customer's choice. EMC training usually takes about 30 to 45 minutes. Summit West Signs provides 24-7 technical support. Additional web-based support is available on request.

2J – Training Resources
We provide web-based, remote and onsite training at members' locations.

2K – Software Updates
All updates are provided automatically via cloud with minimal customer involvement. There is typically no cost to the member.

2L – Recycling
Summit West Signs separates steel, aluminum, and plastic components. Metal components are sorted and delivered to local recycling yards for processing.

SECTION 3 – EXPERIENCE, EXPERTISE AND QUALIFICATIONS

3A Provide a statement of your firm's history and qualifications in providing products and services as referenced in the scope of work for this solicitation.

Our company, DunCor, LLC dba Summit West Signs, also referred to in these documents as Summit West Signs, started in the early 1980's as a department inside Gosnell Builders. Gosnell was developing a series of hotels called "The Pointe." To have control over the signage, a department was created to produce signage for these projects. This department later was sold to the department manager and became an independent company in 1986 which was renamed Summit West Signs.

During the early 90's Summit West continued to grow and expanded its services into the apartment industry and home builder services, offering wayfinding systems, monument signs, building identification signage and other sign related services. In 1998, the company was acquired by the current owners who greatly expanded its capabilities and customer base. We have added dedicated sales and service personnel to support these needs.

Qualifications

Since 1998, Summit West Signs has grown to become one of the most respected commercial sign companies in the Southwest. We now offer virtually any sign-related product and service. We are a full-fledged UL-listed fabricator who proudly custom manufactures virtually everything we sell to meet the exact needs of our clients. We are licensed by the Arizona registrar of contractors. Additionally, we have been an A-1 member of the Arizona Sign Association since 2004. Dana Duncan, the senior manager of SWS, is currently in his 7th term as the President of the Association. From the latest state-of-the-art machines to the best designers and design equipment around, our sign plant has what it takes. Our capabilities include, but are not limited to; metal work, LED lighting, wiring, acrylic, wood, synthetics, stone, tile, CNC and laser cutting, engraving, digital roll and flatbed printing, mounting and laminating. In addition, our full-service fleet is paired with experienced technicians to install and service all applicable products and signage. Since 1998 we have not encountered a Client need that we have not been able to fulfill within the parameters of the contract.

3B Provide copies or a listing of current licenses and certifications held by the firm and/or key personnel.

- Arizona Corporation ID LO8557536 Since 11/17/1998
- Arizona Registrar of Contractors License #150044 Class C-38 Signs
- Member and Current President, Arizona Sign Association
- UL 48, Electric Signs CSA C22.2 No. 207-M89, Portable and Stationary Electric Signs and Displays
- OSHA 10: General Industry Outreach Training Course (IACET CEU=1.1) - Six Employees Certified
- National Commission for The Certification of Crane Operators – Certification #140299144R
  Certifications: TFF, BTF, STC, Telescopic Boom, Fixed Cab
- Commercial Vehicle License CDL Class B Lic. D03863967 Exp. 7/27/26

3C Provide the number, size and location of your firm's central offices, support centers, and warehouses

Our 34,000 sq. ft. manufacturing facility is located in Mesa, Arizona, at 4049 East Presidio Street 85215. We service and support clients throughout Arizona and the greater southwest and beyond. We also ship our products worldwide. Our team of forty employees includes Journeyman level, full-time staff, as well as managers with decades of experience in the sign industry. We do not employ part-time staff or others who are not fully vetted and tested before allowing them to work on jobsites. At Summit West we own and operate our own fleet of vehicles, equipment and buildings. We stock what is needed to accomplish your signage needs.

3D Provide detailed information on the key personnel's expertise in servicing and supporting this contract including their experience, years of service in the industry, any awards or recognitions received and roles of individuals.

Key Personnel:		Sign Industry/ Construction Experience
Dana Duncan, Owner/Manager	—	25 years
Amber Elliott, Sales Manager	—	22 years
Stephanie Johnson, Sales Contact	—	9 years
Thomas Carr, Marketing Manager	—	30 years
Carlos Hernandez, Estimator, Permits	—	20 years
Monica White, Analyst, Controller	—	28 years
Jesse Garcia Fabrication Supervisor	—	11 years
John Martinez, Construction Superintendent	—	27 years

DANA DUNCAN, OWNER/MANAGER

In 1988, Dana Duncan commenced his distinguished 36-year career in management information systems (MIS), business management, marketing, and sales, leveraging his qualifications including a B/S in Business Management and a Master's Degree in International Management. Dana's extensive expertise in business development across diverse global markets uniquely positioned him for entrepreneurial success. Acquiring Summit West Signs in 1998, Dana transformed a modest local sign shop into a regional sign manufacturing powerhouse. Under his stewardship, Summit West Signs expanded its workforce from five to forty employees and elevated annual revenues from $150k to over $8.3 million. Building relationships over twenty-five years in the sign industry, Dana guided Summit West Signs with a simple philosophy centered on basic principles, "*Doing the Right Thing*," and "*Deliver Amazing*."

AMBER ELLIOTT, SALES MANAGER

Amber Elliott brings over two decades of experience in the sign industry, having served as the Regional Training Manager at Fluoresco Lighting & Signs for eight years. In this role, she managed comprehensive training programs across all company departments, covering everything from initial onboarding to long-term development. Amber ensured that staff were well-versed in industry standards and company protocols by leading ongoing education initiatives and conducting audit-based reviews. She also played a key role in maintaining company standards through structured procedures and employee recognition programs. Joining Summit West Signs in 2010, Amber was instrumental in driving local sales activities for custom branding and curb appeal products. She focused on expanding the company's sales volume and developing new revenue streams while maintaining strong customer relationships and ensuring high levels of satisfaction with quality products and services.

STEPHANIE JOHNSON, SENIOR SALES REPRESENTATIVE

Stephanie Johnson has been with Summit West Signs for nine years and she is our top sales representative. Stephanie represented Summit West on dozens of projects in multiple Arizona school districts, apartment community signage, major city park signage projects, and shopping centers. Stephanie is currently in the production phase with a unique, three-sided EMC monument marquee for Higley High School. Stephanie is known for her prompt, friendly and thorough customer service. She has a keen attention to detail, and she loves building relationships with her customers.

THOMAS CARR, MARKETING MANAGER

Thomas has thirty years of expertise in the graphics, outdoor advertising, and signage industries. He earned a Bachelor of Arts in Design from UCLA and was a protégé of Lois Swirnoff, a former student of renowned color theorist Josef Albers, the Bauhaus Master. Tom launched his career in environmental design with Sussman/Prejza & Company in Los Angeles, where he wrote the sign standards manual for the City of Philadelphia, working with renowned environmental designer Deborah Sussman. Tom spent eleven years as the designer and sales manager at Signs Pacific in Southern California before joining Signworks in Monterey in 2008. Specializing in custom signage and branding, Tom advanced to President and owner of Signworks in

2010. He led a team of designers and project managers, overseeing business operations and training, and played a key role in significant projects, including a citywide wayfinding program for Pebble Beach Company and a new wayfinding initiative for the City of San Carlos. Passionate about both design and business, Tom is committed to delivering quality, innovation, and customer satisfaction. He joined Summit West Signs in early 2024, writing proposals, overseeing marketing, website development, public works bidding, and social media.

CARLOS HERNANDEZ, ESTIMATOR & PERMIT PROCUREMENT
Carlos Hernandez performed Project Management in Construction for five years, plus twelve years in Project Management at Image Craft in Phoenix and three years at Summit West Signs. Carlos is the Chief Estimator and supervises the Permit Tech. Carlos estimates $20 million per year in sign projects. Carlos has worked on major signage projects for many local school districts, the Arizona Diamondbacks, Phoenix Suns, Oakland A's, The Fiesta Bowl, hotels, shopping centers, and apartment complexes.
RELEVANT OTHER PROJECTS: Peoria Parks, Tolleson Entry Sign, Public School Conversions, UA Steele Children's Hospital, I-17 Expansion (Construction Management)

MONICA WHITE, PM MANAGER
Monica White has 28 years' experience in the signage/graphics industry, including eight years at Summit West Signs and twelve years at Luminous Neon. Monica manages the project management team, overseeing major signage construction management for hundreds of Arizona schools, apartment complexes, hotels, shopping centers, parks, sports complexes, and HOA communities.
RELEVANT OTHER PROJECTS: City of Tolleson Welcome Sign, Tucson Airport Tenant Directory Monuments, Rebranding American Airlines Facilities at Sky Harbor Airport (and Tempe locations), Alhambra USD Conversion, Glendale USD Conversion, City of Wickenburg Welcome Sign, Peoria Parks, Pima Crossing, Landis Plaza

JESSIE GARCIA, FABRICATION SUPERVISOR AND FOREMAN
Jessie Garcia supervises fabrication in a 34,000 square foot warehouse with fifteen full-time expert fabricators in welding, sheet metal, electrical, CNC routing, painting and assembly. Jesse has overseen construction of hundreds of EMC monument signs. The Summit West Sign fabrication facility includes three CNC routers, an automotive paint system, a computer-driven bender, computer assisted metal cutter, ten-foot brake, aluminum and steel welding stations. Over the last two years, Jesse and the Summit West fabrication team completed nearly one hundred custom, electrical monument signs for a variety of institutions, EMC message centers, illuminated channel letters, illuminated push-through acrylic letter cabinets, also including structural components, steel structure, mounting plates and anchoring systems.
RELEVANT OTHER PROJECTS: Peoria Parks, Tolleson Entry Sign, Public School Conversions, City of Tolleson Welcome Sign, Tucson Airport Tenant Directory Monuments, Alhambra USD Conversion, Glendale USD Conversion, City of Wickenburg Welcome Sign

JOHN MARTINEZ, SUPERINTENDENT – INSTALLATION
John is a construction manager and superintendent with over 27 years of experience in all aspects of major sign construction, including safety & protection preparedness, excavation, concrete footings, crane installations, wiring, and assembly. John Martinez has been the construction and installation manager at Summit West Signs for fifteen years. John has installed hundreds of major school signs all over the state of Arizona. With his team, John personally excavated and poured hundreds of footings, set anchors, set and leveled engineered anchor plates, installed major site signage including structural posts, beams, framework, and wired electrical supplies. John has high-rise experience installing signs on buildings including Meridian Bank Tower, Wells Fargo, Chase and MidFirst Bank, at elevations up to 480 feet. John's projects include installation of major school signs, building signs for apartment communities, parks, shopping centers, municipal projects and HOA communities. John Martinez also manages and maintains the Summit West Signs vehicle fleet, including four bucket trucks and both 60' and 85' Altec Sign Cranes.

Summit West Signs Awards and Recognitions:

Year	EMC Monument Sign Award	Presented By:
2021	Gibert High School "GOLD AWARD"	Watchfire Signs
2020	Hamilton High School "GOLD AWARD"	Watchfire Signs

Year	Dealer Award		Presented By:
2023	Diamond Award	—	Watchfire Signs
2022	Platinum Award	—	Watchfire Signs
2021	Gold Award	—	Watchfire Signs
2020	Platinum Award	—	Watchfire Signs
2019	Platinum Award	—	Watchfire Signs
2018	Silver Award	—	Watchfire Signs
2017	Silver Award	—	Watchfire Signs
2016	Gold Award	—	Watchfire Signs
2015	Gold Award	—	Watchfire Signs
2013	Silver Award	—	Watchfire Signs

3E Provide three project references – include a brief description of the project.

Reference 1
Rytan Construction Company
4636 E Elwood St. #7 Phoenix AZ 85040
Sean Murphy ph. 480-922-8899 (e) smurphy@rytanconstruction.com
Chandler USD - District-Wide Marquee Signs Conversion Project: $2,763,195 Valuation.
Full Color EMC Monuments: Design, Permitting, Fabrication, Excavation, Installation, Training

Reference 2
Sunnyside Unified School District
2238 E Ginter Rd, Tucson, AZ 85706
Elizabeth Greenlee ph. 520-545-2069 (e) elizabethgr@susd12.org
Sunnyside USD - District-Wide Marquee Signs Conversion Project: $1,812.953.00 Valuation.
Full Color EMC Monuments: Design, Permitting, Fabrication, Excavation, Installation, Training

Reference 3
Phoenix Union High School District
4502 N. Central Ave. Phoenix AZ 85012
Frank Bock ph. 602-768-3884 (e) bock@phoenixunion.org
Phoenix UHSD - District-Wide Signage 2011-2024 (Multiple Locations Over Five Years): $749,103 Valuation
Full Color EMC Monuments: Design, Permitting, Fabrication, Excavation, Installation, Training

SECTION 4 – VALUE ADDED SERVICES OFFERED AND MARKETING PLAN
4A Identify any other value-added services your firm will offer 1GPA Members. Value-added services are those your firm will offer at little or no cost that support your firm's primary business and are aligned with the scope of this contract.

a. Graphic Services - Design – Digital File Creation & Revision – Sign Plans – Identification Guidebooks
b. Consultation – Project Management – Specification Assistance – Site Surveys – Development of Sign Plan
c. Permitting Services
d. Training Services (Above and beyond initial training)
e. Installation (Labor) Services
f. Shipping and Delivery Services
g. Specialized Equipment for Installation/Repairs
h. Specialized Services for Installation/Repairs
i. Bonding Ability

Consultants – We see ourselves as sign consultants and work diligently to ensure that each client gets an optimal and cost-effective solution. There is a myriad of choices to be made when designing a sign or scoreboard and so we feel there is exceptional and substantial value in our ability to assist clients in understanding these options and make good selections.

Support – Although we are confident our price structure is extremely attractive, we also intend to provide a level of support and service that is well beyond the industry norm.

Quality – We build the highest quality available, and we use top-line, time-tested components supported with industry leading technology.

Experience – We have a proven ability to conceptualize, manage, and complete projects of almost any size. Our daily operations comfortably encompass everything from a $30 banner to complex, multimillion-dollar projects. For example, we successfully executed a $1.8 million project for the Phoenix Light Rail, along with three nearly million-dollar electronic signage projects for school districts in Tempe and Phoenix. Summit West Signs has consistently delivered these types of projects to cooperatives, schools, and municipalities with distinction for the past 25 years. This includes installing over 250 scoreboards and EMCs (Electronic Message Centers) combined.

A significant portion of our business is generated through word of mouth, and we enjoy a diverse client base thanks to substantial repeat business. Our success is rooted in our unwavering commitment to excellence and exceeding expectations. Our team members are empowered problem solvers who uphold the highest standards of integrity. We are dedicated to achieving customer satisfaction in all aspects of our work. Before commencing any project, we ensure clarity with all stakeholders and keep them updated throughout the process. Should a rare issue arise where immediate resolution or assistance is needed, our team members are readily available to support our clients. We lead by example and are committed to ensuring your satisfaction with our services.

4B Confirm your firm's understanding of the Cooperative Purchasing Program and how you will comply with the contract administration requirements of 1GPA.
We understand that 1GPA (1 Government Procurement Alliance) is a national non-profit governmental purchasing cooperative designed to streamline procurement processes for public entities. This allows these entities to leverage pre-approved contracts to efficiently acquire goods and services from both local and national vendors.

As a sign manufacturing business, we recognize the importance of complying with the Cooperative Purchasing Program administered by 1GPA. Our commitment to this program includes adhering to the specific contract administration requirements set forth by 1GPA's lead governmental entities. This entails:

1. **Compliance with Contract Terms:** We will strictly adhere to the terms and conditions outlined in the 1GPA contracts, ensuring that all deliverables, timelines, and quality standards are met as stipulated.
2. **Transparent Communication:** We will maintain clear and open communication with 1GPA and its member entities throughout the contract lifecycle. This includes providing regular updates on project progress, addressing any concerns promptly, and ensuring all stakeholders are well-informed.
3. **Quality Assurance:** Our manufacturing processes and products will consistently meet or exceed the quality standards expected by 1GPA and its member entities. We are committed to delivering reliable and durable signage solutions that fulfill the needs and expectations of our clients.
4. **Accountability and Documentation:** We will maintain accurate records and documentation related to project execution, including procurement, production, and delivery phases. This ensures transparency and accountability in our operations, facilitating smooth contract administration and compliance audits.
5. **Customer Satisfaction:** Our primary goal is to ensure the satisfaction of 1GPA member entities by providing exceptional service, responsiveness, and support throughout the contract period. We are dedicated to meeting their signage needs efficiently and effectively.

In summary, our firm is fully committed to understanding and complying with the Cooperative Purchasing Program facilitated by 1GPA. We are prepared to contribute to the program's success by delivering high-quality signage solutions and exemplary service that align with the cooperative's procurement objectives and standards.

4C Describe the process for volume tracking and reporting to 1GPA. See Uniform Terms and Conditions paragraph 3-Contract Administration and Operation, items G through J for more information.
1. Understanding the Contract Terms

1. Establishing a Tracking System

- **Internal Tracking System**: Implement an internal system to track relevant metrics and data points specified in the contract. This system should be capable of capturing sales volumes, service types, pricing, and any other relevant information.
- **Data Collection**: Ensure that data collection processes are aligned with the reporting requirements outlined in the contract. This may involve integrating tracking mechanisms into existing operational processes or implementing new procedures as necessary.

2. Reporting Procedures

- **Reporting Frequency**: Timely submittals of monthly reports to 1GPA.
- **Report Content**: Compile reports that include all required information such as total sales volumes, breakdown of services provided, pricing details, and any other metrics specified. Ensure accuracy and completeness of the data presented.
- **Formatting**: Adhere to any specific formatting requirements stipulated by 1GPA for the submission of reports. This may include using specific templates or electronic submission methods.

3. Compliance and Documentation

- **Accuracy and Verification**: Verify the accuracy of all data included in the reports before submission. Ensure that calculations are correct and data sources are reliable.
- **Documentation**: Maintain records of all reports submitted to 1GPA as well as any supporting documentation that may be required (e.g., invoices, contracts, transaction records).

4. Communication with 1GPA

- **Timely Communication**: Maintain open communication with 1GPA regarding any issues or questions related to volume tracking and reporting. Address any discrepancies or concerns promptly.
- **Compliance Reviews**: Be prepared for potential compliance reviews or audits by 1GPA to verify the accuracy and completeness of the reported data.

5. Continuous Improvement

- **Feedback and Evaluation**: Solicit feedback from 1GPA on the quality and completeness of the reports submitted. Use this feedback to continuously improve the tracking and reporting processes.
- **Adaptation to Changes**: Stay informed about any updates or changes to reporting requirements or procedures communicated by 1GPA. Adapt internal processes accordingly to ensure ongoing compliance.

By following these steps, a business can effectively track and report volumes to 1GPA in accordance with the Uniform Terms and Conditions, ensuring transparency, accuracy, and compliance with contractual obligations.

4D Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.

We use a variety of methods to market our products and services. We are strong active members of the AASBO and ASBA organizations tradeshows have proven to be a very effective environment to meet and discuss members' needs. These types of functions allow us to showcase our craftsmanship and specific projects to decision makers. Our work speaks for itself which in turn creates a great deal of referral-based opportunities and often our signs are noticed by other school/schoolboard members and are then referred to SWS. In addition to garnering local and statewide interest, our designs have won national awards and that is a huge reason why people have come to rely upon us. We take the time to understand individual and districts' unique needs.

1. Market Research

Identify Target Audience: Conduct market research to understand the demographics, needs, and preferences of current and potential 1GPA members.

Member Insights: Gather insights from existing 1GPA members regarding their preferences, challenges, and what they value most in contracts and procurement solutions.

2. Value Proposition Development

Define Key Benefits: Clearly articulate the unique benefits and value propositions offered by the contract through 1GPA. Highlight advantages such as cost savings, streamlined procurement processes, quality assurance, and compliance with procurement regulations.

Tailored Messaging: Develop tailored messaging that resonates with different segments of the audience. Emphasize specific benefits relevant to their needs and challenges.

3. Multi-channel Marketing Campaign

Digital Marketing: Implement a robust digital marketing strategy encompassing website optimization, SEO, and content marketing (blogs, articles, case studies) to increase online visibility and attract traffic.

Email Marketing: Utilize segmented email campaigns to directly target current and potential 1GPA members with personalized content showcasing the benefits of the contract. Include success stories, testimonials, and exclusive offers.

Social Media: Leverage platforms like Instagram and Facebook to engage with procurement professionals and decision-makers. Share informative content, participate in discussions, and promote webinars or events related to the contract.

4. Collateral Development
Brochures and Flyers: Design visually appealing print and digital collateral that succinctly communicates the contract's benefits, features, and how it addresses common procurement challenges.

Case Studies and Success Stories: Develop compelling case studies highlighting successful implementation of the contract by current 1GPA members. Use these to demonstrate tangible results and build credibility.

5. Direct Sales and Relationship Building
Sales Team Activation: Equip the sales team with comprehensive training on the contract's details, benefits, and competitive advantages. Empower them to engage in consultative selling and address specific needs of members.

Networking and Events: Participate in industry conferences, trade shows, and networking events where 1GPA members are likely to be present. Host webinars or informational sessions to educate prospects and build relationships.

6. Continuous Improvement
Regularly analyze results and gather feedback from 1GPA members to refine messaging, optimize campaigns, and adapt strategies based on market trends and member feedback.

7. Compliance and Reporting
Contractual Obligations: Ensure all marketing materials and communications adhere to contractual obligations and guidelines set forth by 1GPA. Maintain transparency and accuracy in all promotional activities.

By implementing this comprehensive marketing strategy, your firm can effectively promote the benefits of the contract through 1GPA to current and potential members nationwide, driving awareness, engagement, and ultimately, adoption of the contract among the target audience.

4E Identify any cooperative purchasing agencies your firm currently holds contracts with (for information only).
Mohave Cooperative

NATIONAL PURCHASING COOPERATIVE

Pinal County
School Office
EDUCATION SERVICES

Contract Extension/Amendment

8/27/2025

Summit West Signs
4049 E Presidio St Suite 101
Mesa, Arizona, 85215
Attn: Dana Duncan

Re: Extension Agreement for Scoreboards, Signs and Related Products, Contract # 25-05P-02-E1

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 10/15/2026. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

☐ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
☐ Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

☐ No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☒ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be 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.

Please include a brief description of all the price updates below:

Price remains a percentage-based discount. Prices of materials increased due to tariffs and inflation of materials. Changes are highlighted in yellow on excel sheet. We added two new areas as well on the pricing sheet including Trusses (for scoreboards) and Maintenance.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

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 regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

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

Vendor Acceptance/Signature:	
Printed Name: Carlos Hernandez	
Title: Pre-Construction Manager	Date: 8/27/25

Approvals/Authorized Signatures:
1GPA and Mary C. O'Brien Accommodation School District/Pinal County ESA have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr

Christy Knorr, President
1GPA

10/06/2025

Jill Broussard

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

10/10/2025

SUMMIT WEST SIGNS
4049 EAST PRESIDIO STREET, MESA 85215

September 16, 2024

1GPA National Purchasing Cooperative

Jen Stam
1910 W. Washington Street
Phoenix, AZ 85009
jstam@1gpa.org

RE: Clarifications/Discussions and Request for Best and Final Offer for RFP 25-05P – Scoreboards, Signs and Related Products

Dear Ms. Stam

In response to your letter dated 9/16/24, the shipping/handling pricing provided on the Discount Schedule, Column F, is revised to conform with the price list. Please see the attached, revised Discount Schedule.

Our proposal submitted to 1GPA on August 12, 2024 represents our most competitive pricing.

Thank You,

Carlos Hernandez

Carlos Hernandez, Chief Estimator
carlos@summitwestsigns.com
Summit West Signs
480-926-3465

September 16, 2024

Amber Elliott
Duncor LLC dba Summit West Signs
4049 E. Presidio Street
Mesa, AZ 85215
amber@summitwestsigns.com

RE: Clarifications/Discussions and Request for Best and Final Offer for RFP 25-05P – Scoreboards, Signs and Related Products

Dear Ms. Elliott:

1GPA and the Lead Agency have completed the initial review of the proposals received in response to Request for Proposal (RFP) 25-05P Scoreboards, Signs and Related Products. As part of the evaluation process, 1GPA is requesting that you provide responses to the items listed below and submit a Best and Final Offer. This is an opportunity for your firm to make any revisions to your proposal you feel would make your offer more competitive, responsive and acceptable.

Your response shall be submitted no later than **Thursday, September 19, 2024 at 5:00 PM** Arizona time. The RFP number and "Best and Final Offer" should be indicated in your response. The Best and Final Offer may be emailed to jstam@1gpa.org. At a minimum, your best and final response should address the following:

- In accordance with Special Term and Conditions #26 Shipping Terms, Prices shall be F.O.B. Destination Freight Prepaid and Allowed or F.O.B. Destination Freight Prepaid and Added to Member's location. Please address the shipping/handling pricing provided on the Discount Schedule versus the shipping and delivery services provided on your firm's price list.

- Please reevaluate the pricing submitted with your proposal if you feel it would make your offer more competitive.

In addition to the items listed above, you may otherwise revise or supplement your proposal if you believe it would make your proposal more competitive. All revisions shall be clearly marked or submitted on a supplemental form. If you do not submit a notice of withdrawal or a best and final offer, your immediate previous offer will be construed as your best and final offer.

Should you have any questions, please contact Jen Stam, Procurement Specialist at 480.809.1499 or jstam@1gpa.org.

Sincerely,

Christy Knorr

Christy Knorr
President of 1GPA

LABOR AND SERVICE RATES

RFP 25-05P Scoreboards, Signs and Related Products

Instructions: **SECTION A** - Provide not-to-exceed hourly rates for labor and services provided under this RFP. Include pricing for regular hours, after hours, weekends/holidays if applicable. Add comments necessary to fully understand services being offered. Do not insert lines or change the description of lines in this section. Additional lines may be entered in SECTION B. **SECTION B** - Provide rates for any other levels of labor and services your firm offers. Add as many lines as needed to represent all of your services offered. All labor and service rates shall remain firm until each anniversary date of the contract. Actual charges to the Member may be less depending on various factors specific to the project being performed. Travel will be paid in accordance with Special Terms & Conditions #30 Travel Expense Reimbursement.

Company Name: **Summit West Signs**

SECTION A: LABOR AND SERVICE RATES - HOURLY RATES

Line	Description	UOM	Not-to-Exceed Normal Business Hour Rate	Not-to-Exceed After Hours Rate	Not-to-Exceed Weekend/Holiday Rate	Comments /Limitations
1	Graphic Designer	per hour	$55.00	$82.50	$110.00	
2	Sign Designer	per hour	$75.00	$112.50	$150	
3	Digital Content Developer	per hour	$35.00	$52.50	$70.00	
4	Project Manager	per hour	$55.00	$82.50	$110.00	
5	Installation Supervisor	per hour	$95.00	$142.00	$190.00	
6	Sign Installer	per hour	$95.00	N/A	N/A	
7	Installation Assistant	per hour	$50.00	$75.00	$100.00	
8	Electrician	per hour	N/A	N/A	N/A	Pass Through
9	Engineer	per hour	N/A	N/A	N/A	Pass through
10	Training Coordinator	per hour	$85.00	$127.50	$170.00	
11	Repair and Maintenance Technician	per hour	$95.00	N/A	N/A	

SECTION B: OTHER LABOR AND SERVICE RATES

Line	Description	UOM	Not-to-Exceed Normal Business Hour Rate	Not-to-Exceed After Hours Rate	Not-to-Exceed Weekend/Holiday Rate	Comments /Limitations
12	Senior Management	per hour	$75.00	$112.50	$150.00	
13	Consulting Services	per hour	$95.00	$142.50	$190.00	
14	Skilled Labor	per hour	$50.00	$75.00	$100.00	
15	Foreman	per hour	$95.00	$142.50	$190.00	
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Summit West Signs - MSRP Price List

SERVICE AND REPAIRS

Summit West Signs - 4049 E. Presidio St., Mesa AZ 85215 - Sales@SummitWestSigns.com - 480.926.3465

SERVICE CALL FOR STANDARD SIGN SERVICE <#SERVE>

Labor rates below reflect a one man crew with bucket truck that are within 50 miles from the dispatch point. Addition technicians and sites over 50 miles from dispatch point will be applied per hour, milage and mobilization breakdown included.

	Flat Fee
Bucket Truck	$395.00

LABOR FOR STANDARD SIGN SERVICE <#SERVE>

Labor rates below reflect a one man crew For jobs requiring multiple technicians multiply the rate by the number of techs required.

	JOURNEYMAN	***SKILLED LABOR***	***GENERAL LABOR***
Per Man Hour	$95.00	$50.00	$35.00
Davis-Bacon Per Man Hour	$142.50	$75.00	$52.50

MILEAGE AND MOBILIZATION FOR STANDARD SIGN SERVICE <#MMSSTT>

Mileage applies for travel to job sites that are over 50 miles from the dispatch point (first 50 miles are n/c). All mileage is as per Goggle Maps, most direct route. Local travel once on-site

Add For Vehicle Mobilization	*Per Hour*	*Davis-Bacon Per Hour*	*Per mile To Job Site*
Eco vehicle	$26.00	$38	$0.25*
Auto or Standard Pickup	$28.50	$38	$0.625*
Service Truck	$38.00	$58	$0.625*
Service Truck with Trailer	$48.00	$62	$0.625*
Flatbed	$40.00	$65	$0.625*
Flatbed with trailer	$50.00	$58	$0.625*
Bucket Truck	$40.00	$65	$0.625*
Bucket Truck with trailer	$50.00	$70	$0.625*
Crane Truck	$60.00	$75	$0.625*
Crane Truck With Trailer	$70.00	$90	$0.625*

* or actual rate as shown in: State of Arizona Travel Policy, Supplement I - Maximum Transportation, Lodging and Meal Reimbursement Rates

PER DIEM (LODGING AND MEALS) <#PDLM-TT>

Will be charged whenever job duration is more than one day, and job location is more than 50 miles from the vehicle/equipment origination point to the job site.

Lodging and Meals: As per rates shown in: State of Arizona Travel Policy, Topic 50 Travel Section 95 Issued 10/1/2023 - Maximum Transportation, Lodging and Meal Reimbursement Rates using Continental US rates as standard for all locations in Arizona.

Lodging	*M&IE*

	A	B	C	D	E	F	G	H
40				$98.00	$49.00			
41								
42	**NOTE REGARDING PARTS AND COMPONENTS FOR SERVICE:**							
43	Please see "components" tab and/or other listings found herein for additional information							

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

Request for Proposal #25-05P
Scoreboards, Signs and Related Products

Proposal Due Date and Time:	August 13, 2024 at 11:00 AM MST Arizona Time
RFP Opening Location:	Opening will be held publicly online through Zoom. Use the following link to join the conference from PC or Mac: https://us06web.zoom.us/j/5178216730 Call by Phone 1 669 444 9171 (US) Find your local number: https://us06web.zoom.us/u/kecdGSaO1T Meeting ID: 517 821 6730
Electronic Submittals:	OpenGov Procurement – https://procurement.opengov.com/portal/1gpa See enclosed submittal instructions.
Last Day for Questions:	August 6, 2024
Pre-Proposal Conference:	None

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received electronically by the 1GPA/Lead Agency, via OpenGov Procurement, until the time and date cited. Proposals received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Proposal shall remain confidential until award is made. Late proposals shall not be considered.

To be considered, proposals shall be submitted electronically through OpenGov Procurement using the link listed above. Submittal instructions for OpenGov Procurement and additional instructions for preparing a proposal are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via OpenGov Procurement through the same link listed above. To receive notification when answers are posted on OpenGov Procurement, click the "Follow" button.

For further assistance, contact Jen Stam at jstam@1gpa.org (phone 480-809-1499).

Christy Knorr

Christy Knorr, President
1GPA

Jill Broussard

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

Date Issued: July 8, 2024

TABLE OF CONTENTS

INTRODUCTION

Who are we?

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

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

What do we do?

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

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

Why are we preferred?

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

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

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

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

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

SCOPE OF WORK

1. PURPOSE:

The purpose of this Request for Proposal (RFP) is to establish a contract with the most advantageous and qualified contractor(s) that provide scoreboards, signs and related products as outlined in this solicitation for 1GPA Cooperative Members (Members) as needed.

2. BACKGROUND:

1GPA is a non-profit national cooperative that empowers public agencies and non-profits to access competitively procured contracts for a wide range of goods and services. By leveraging pooled purchasing power, 1GPA ensures its members—including schools, government entities, and Native American communities—receive high-quality products and services at the best prices, all while simplifying complex procurement processes and ensuring compliance with state regulations.

The Pinal County Education Service Agency's (Pinal County ESA) Mary C. O'Brien Accommodation District acts as a Lead Agency for 1GPA. Pinal ESA provides programs and services for approximately 51,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by Pinal County ESA is a large Indian community including parts of the Tohono O'odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community. Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2021 was 439,000 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office. The items and/or services listed under this Scope of Work may or may not apply to the specific needs of Mary C. O'Brien Accommodation District /Pinal County ESA.

The resulting contract from this solicitation will replace contract: # 19-14P Electronic Scoreboards and Signs upon its final expiration on October 15, 2024.

3. SCOPE OF WORK

The scope of work for this solicitation includes an extensive array of scoreboards, signs, and related products and services including installation, inspection, maintenance and repair. ***This is NOT an "All or Nothing" solicitation. Offerors are encouraged to submit proposals on single or multiple categories and/or for single or multiple regions.*** The categories listed below are examples of the products and services needed, however, this is not intended to be an exhaustive list. The resultant contract will include any related products and services.

3.1 Electronic Scoreboards and Timing Systems may include, but are not limited to:

- Baseball/Softball Scoreboards
- Basketball Scoreboards
- Football Scoreboards
- Golf Scoreboards
- Hockey Scoreboards
- Lacrosse Scoreboards
- Multi-Sport Scoreboards
- Pace of Game Clocks
- Portable/Handheld Scoreboards
- Scorers Tables
- Shot Clocks
- Soccer Scoreboards
- Swimming Scoreboards
- Track Scoreboards
- Tennis Scoreboards
- Wrestling Scoreboards

3.2 **Electronic Signs** may include, but are not limited to:

- Cabinets
- Channel Letters
- Digital Walls of Fame
- Indoor and Outdoor Building Signs
- Message Boards
- Marquee Signs
- Ribbon Boards
- Video Displays

3.3 **Signage Products (Non-Electric)** may include, but are not limited to:

- Acrylic Letters, Numbers & Signs
- ADA Compliant Signs
- Aluminum Letters, Numbers & Signs
- Banners
- Building Signs
- Cast Metal Letters, Numbers & Signs
- Directional Signs
- Monument Signs
- Plaques
- Portable Signs
- Posters
- Regulatory Signs
- Spirit Flags
- Traffic Signs
- Vinyl Decals
- Wooden Signs

3.4 **General Requirements**

3.4.1 Contractor shall adhere to all Federal, State, County and Municipal government regulations, rules, ordinances, and industry standards set by the applicable trade association. At minimum, Contractor shall comply with ADA, ASA, ASTM, OSHA and UL codes and regulations.

3.4.2 Contractor is responsible for all costs associated with completing the services listed herein and is to include all operating and overhead costs.

3.4.3 Contractor shall adhere to all manufacturer recommendations to not void any applicable warranties.

3.4.4 Provide site inspection and verify field measurements, as necessary, to ensure proper installation.

3.4.5 Contractor may provide necessary electrical wiring and hookup as required for installation.

3.4.6 Adhere to the scope of work provided by the Member prior to the start of any project. Any change orders to a project must be approved by the Member prior to any work performed, otherwise the Contractor runs the risk of incurring these additional costs without payment.

3.4.7 Contractor shall have the expertise to install and implement various scoreboards, signs, and related equipment. Design services, specifications and engineering services, and removal of existing equipment may be included.

3.4.8 Post-implementation, the Contractor should be qualified and experienced to inspect, maintain and repair a broad range of scoreboards, signs, and related products.

3.5 **Other**

Other <u>related</u> products and services that fit the scope of work for this solicitation but are not specifically mentioned herein may be offered.

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 discussion 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. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

A. **Cost (300 points possible)** – Overall pricing offered across the country will be considered.

B. **Overall Products & Services Offered (275 points possible)** – Demonstrated understanding of the scope and work required and the ability of the Contractor to deliver quality products and services in a timely and professional manner. This may include but is not limited to the method of approach, range of products offered, installation, service and on-going maintenance program, and customer support.

C. **Experience, Expertise and Qualifications (250 points possible)** – Experience, expertise and qualifications of the firm and key personnel in providing required services. Previous experience with similar or like services as outlined in this RFP is also considered.

D. **Value Added Services Offered and Marketing Plan (125 points possible)** – Other related products or services that add value to the 1GPA Members utilizing the contract offered at little or no cost, the ability to serve a national member base and the Offeror’s marketing plan.

E. **Responsiveness (50 points possible)** – Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

ELECTRONIC SUBMITTAL REQUIRED – An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found in Exhibit A at the end of this document.

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

PROPOSAL FORMAT – Each proposal should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Complete each section on the OpenGov Procurement platform for this project. Items marked with an asterisk require a response. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

VENDOR SUBMISSIONS
THROUGH OPENGOV PROCUREMENT

Below is an overview of the information that will be required as part of your firm's submittal through the OpenGov Procurement online portal. Download, complete, and upload any required forms, upload the required information, and submit responses in the Vendor Submission section of the Project on the online portal. The information below is intended to be a guide for the preparation of your submittal. In the event that there is a conflict between this section and the OpenGov Procurement online portal, the online portal prevails.

OPENGOV PART 1 - PROPOSAL

1.1 You will be asked to confirm you have read through and met all of the proposal requirements.

1.2 You will be asked to upload a complete proposal (without cost). The proposal shall be prepared to include at least the following information in the sequence outlined below:

COMPLETE PROPOSAL:

SECTION 1 – GENERAL INFORMATION

1A Provide the name and contact information including phone number and email address for any inquiries regarding the proposal.

1B Provide a statement confirming the firm's complete understanding of the requirements of this solicitation and the ability of the firm to comply with all terms and conditions of the resultant contract.

SECTION 2 – OVERALL PRODUCTS & SERVICES OFFERED

2A Identify which products and services are offered by your firm as described in the Scope of Work on pages 4-5 of this RFP and describe your firm's capabilities in detail.

2B Identify any additional products and/or services your firm offers that are related to the items but are not specifically mentioned in the Scope of Work.

2C Provide a detailed statement of warranty for the products and/or services (labor and workmanship) your firm provides. Include any extended warranty options.

2D Provide information on your firm's return process for wrong or defective products.

2E Define normal business hours and non-business hours (emergencies and after-hours) for services provided by your firm and response times to routine and emergency service calls.

2F Specify the average lead-times for your products and projects, from the initial order to final delivery. Include information on any factors that might affect these lead-times, such as product customization and delivery schedule.

2G Describe how your firm handles installation, integration, implementation and ensures equipment functionality upon project completion.

2H Describe how your firm handles inspection, maintenance and repair services, if applicable.

2I Provide information on Member training, on-going technical support, helpdesk features and on-line resources.

2J Address whether services are handled by in-house personnel or subcontractors.

2K Provide details on how software updates for electronic products are installed, whether automatically or manually, and the level of customer involvement required.

2L Describe in detail any recycling, trade-in or buy-back programs offered by your firm.

SECTION 3 – EXPERIENCE, EXPERTISE AND QUALIFICATIONS

3A Provide a statement of your firm's history and qualifications in providing products and services as referenced in the scope of work for this solicitation.

3B Provide copies or a listing of current licenses and certifications held by the firm and/or key personnel.

3C Provide the number, size and location of your firm's central offices, support centers, and warehouses as applicable.

3D Provide detailed information on the key personnel's expertise in servicing and supporting this contract including their experience, years of service in the industry, any awards or recognitions received and roles of individuals.

3E Provide three project references – include the client's name, representative's name, phone number, email address and a brief description of the project.

SECTION 4 – VALUE ADDED SERVICES OFFERED AND MARKETING PLAN

4A Identify any other value-added services your firm will offer 1GPA Members. Value-added services are those your firm will offer at little or no cost that support your firm's primary business and are aligned with the scope of this contract.

4B Confirm your firm's understanding of the Cooperative Purchasing Program and how you will comply with the contract administration requirements of 1GPA.

4C Describe the process for volume tracking and reporting to 1GPA. See Uniform Terms and Conditions paragraph 3-Contract Administration and Operation, items G through J for more information.

4D Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.

4E Identify any cooperative purchasing agencies your firm currently holds contracts with (for information only).

OPENGOV PART 2 - COST

As outlined in this solicitation, the resultant contract may be used by eligible 1GPA Members across the US. Although this solicitation does not contain detailed specifications for any specific Member, 1GPA requests pricing that is applicable to all related products and services offered by your firm. Members should be able to easily verify that they are receiving the contract pricing when comparing the vendor's current pricing file to the quote for their particular project.

2.1 You will be asked to confirm your firm's understanding that 1GPA's 1% administration fee shall be included in the net price. Contractor shall not add the administration fee to approved contract prices.

2.2 FORM: Discount Schedule – Complete the Excel document in OpenGov Procurement for this project.

2.3 You will be asked to upload current manufacturer price lists in PDF format for the manufacturers listed on the Discount Schedule Form.

2.4 FORM: Labor and Service Rates – Complete the Excel document in OpenGov Procurement for this project. Provide fixed service rates for the services requested under this RFP.

2.5 FORM: Regional Price Adjustment – Complete the Excel document in OpenGov Procurement for this project. Indicate all regions that your firm is able to provide products and/or services to if awarded a contract.

2.6 FORM: Additional Products and Services – Complete the Excel document in OpenGov Procurement for this project. Provide pricing for other products and services offered to Members within the Scope of Work that has not been included in other pricing documents.

2.7 Additional Information - Cost: You will have the opportunity to upload any additional information related to cost to complete your firm's offering if necessary.

OPENGOV PART 3 - FORMS

3.1 Other forms (as referenced below) under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal.

- Offeror's Proposal & Contract Acceptance Form
- Confidential Proprietary Submittal Form
- Non-Collusion Affidavit Form
- MWBE and HUB Form
- Debarment Certification Form
- 2CFR Section 200 Certification Form
- Financial Questionnaire – (Held Confidential)
- Certificate of Insurance Form
- IRS W-9 Form
- Vendor Information Form

OPENGOV PART 4 - OTHER

The information provided in this section will only be used for vendors that receive an award/contract. Responses in this section do not guarantee or place vendors on an approved list of any kind.

4.1 Company Logo – You will be asked to upload your company logo in either a .jpg or .eps format.

4.2 Firm Introduction – You will be asked to provide a 1-2 sentence introduction to your company which will serve as your company's introduction on our exclusive Member Portal **if awarded**. This will enable Members to determine what type of services and/or products your company provides at a glance if they are not already familiar.

4.3 OPTIONAL: You may also upload a short (two minutes or less) introductory video if desired.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on October 15, 2024 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

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

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

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

5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. If a firm submitting a Proposal requires 1GPA to sign an additional agreement to form a contract, a copy of the proposed vendor agreement must be included with the Proposal. In the event of a conflict in the provisions of this Solicitation and any subsequent vendor agreement, the terms and conditions of this solicitation shall prevail.

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

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

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

10. **TIME STAMP**: Proposals will be time stamped when received by OpenGov Procurement. Proposals 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 their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

SPECIAL TERMS AND CONDITIONS

11. **AWARD**: Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous 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 amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.

12. **DISCUSSIONS**: In accordance with AAC R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.

13. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to AAC R7-2-1047, 1GPA shall issue a written request for Best and Final Offers pursuant to AAC R7-2-1048. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

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

15. **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.

16. **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

17. **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.

18. **DISCOUNTS:** Discounts offered must clearly identify the minimum percentage of discount to apply to either a manufacturer's published price list, vendor published catalog, advertised price list, for contract purchase as applicable. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services or categories. There will be no reduction discount(s) during the life of the contract.

19. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised manufacturer-published price lists and/or catalogs may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised published price lists, and/catalogs will not become effective until approved by 1GPA.

20. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers may include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence

of one or more allowable economic price adjustment contingencies approved by 1GPA. If allowable price adjustment contingencies occur, the Contractor 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 resulted from an increased cost to the Contractor that was out of the Contractor's control.

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

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

23. **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 requests are subject to review and approval by 1GPA.

24. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be $1 to $3 Million annually. A current list of 1GPA Members may be found in the attachment section for this project in OpenGov. 1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

25. **MEMBERSHIP VERIFICATION:** Contractor will need to verify the entity is a Member by checking the membership list before accepting Purchase Orders. If the entity is not on the membership list, the Contractor shall advise the entity to reach out to 1GPA to complete the membership process.

26. **SHIPPING TERMS:** Prices shall be F.O.B. Destination Freight Prepaid and Allowed or F.O.B. Destination Freight Prepaid and Added 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.

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

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

29. **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. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

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

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

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

32. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

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

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

35. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

36. **RESPONSIBILITY OF OFFERORS:** Factors to be considered in determining if an Offeror is responsible may include:
    - A. The Offeror's financial, material, personnel and other resources, including subcontractors;
    - B. The Offeror's record of performance and integrity.
    - C. Whether the Offeror has been debarred or suspended;
    - D. Whether the Offeror is qualified legally to contract with a public entity; and
    - E. Whether the Offeror supplied all necessary information concerning its responsibility.

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

38. **FEES AND PERMITS:** Contractor shall be responsible for all costs associated with obtaining and maintaining all required permits and inspections for the performance of the work.

39. **COMPLIANCE WITH CODES AND REGULATIONS:** Contractor shall perform all work and services in strict compliance with all applicable state and local building codes, fire codes, safety regulations, zoning laws, and any other relevant laws, ordinances, rules, and regulations.

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

SPECIAL TERMS AND CONDITIONS

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

42. **CLEAN UP:** Contractor, at all times, shall keep the premises free from the accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove and dispose of all waste materials and rubbish from and about the Project, as well as tools, construction equipment, debris of every nature resulting from operations, machinery and surplus materials and return site back in a neat, orderly condition. If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

43. **WARRANTY:** All workmanship and materials shall be warranted for one year from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project. All items offered shall be covered by the manufacturer's standard warranty.

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

45. **INSURANCE:** The Contractor at their sole expense, shall obtain and secure insurance policies for the full duration of this contract, as well as throughout all applicable statutes of limitation and statutes of repose. Contractor shall carry and maintain insurance policies with the minimum coverages noted below, as will fully protect Contractor, 1GPA and its Members from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Contract, either by Contractor, its employees, or by anyone directly or indirectly engaged or employed by Contractor.

    1GPA in no way represents that the insurance required is sufficient or adequate to protect the Contractors' interest or liabilities. 1GPA Members reserve the right to request higher limits or additional types of insurance and documentation regarding the insurance provided. 1GPA Member reserves the right to reject any or all insurance companies with an unacceptable financial rating.

    <u>Workers Compensation Insurance</u>: meeting the requirements of the state where work is being performed, on all Contractor's employees carrying out the work involved in this contract.

    <u>Comprehensive General Liability Insurance</u>: policy with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate coverage, $2,000,000 products aggregate, $5,000 medical expense (if required).

    <u>Employer's Liability Insurance</u>: policy with limit of not less than $1,000,000 each accident, $1,000,000 policy limits, $1,000,000 each employee.

    <u>Automobile Liability Insurance</u>: policy with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

    <u>Subcontractor</u>: In the case of any work sublet, it is the responsibility of the Contractor to require and ensure subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

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

- Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
- Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- **Additional Insured** in favor of the certificate holder
- **Waiver of Subrogation** in favor of the certificate holder

46. SPILLAGE: Contractor will be responsible for the clean-up of contamination or spillage resulting from work performed under this contract including delivery and unloading.

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

48. EMPLOYEE IDENTIFICATION AND ACCESS: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. Failure to follow the Members requirements while on premise may result with the employee being escorted off property.

UNIFORM INSTRUCTIONS TO OFFERORS

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 or clarifications regarding this solicitation must be submitted in writing by the due date and time specified on the cover page. Inquiries can be emailed or submitted through the OpenGov Procurement online portal. Responses and amendments, if needed, will be issued by the end of the day following the question deadline. Offeror should not rely on oral responses from any 1GPA employee or lead agency representative. For further assistance, contact the person listed on the cover page of this solicitation.

   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 electronically submitted via OpenGov Procurement prior to the specified due date and time. Proposals shall be opened immediately following the proposal due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. 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 by OpenGov Procurement. Proposals 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 their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

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

2. **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. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under AAC R7-2-1030.

   C. **Signature(s) on Proposals** – The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic 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.

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 in writing 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 should 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. **Provision of Tax Identification Numbers** – Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**

1. **Federal Excise Tax** – Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
2. **Transaction Privilege Taxes** – Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
3. **Property Taxes** – Arizona School Districts/Public Entities do not pay state property taxes.
4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

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

J. **Disclosure** – If the firm, business, or person submitting this 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 Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;

7. Special Instructions
8. Uniform Instructions to 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. **Proposal Submission** – Each Proposal shall be submitted electronically to OpenGov Procurement by the due date and time at https://procurement.opengov.com/portal/1gpa. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.

B. **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 designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under AAC R7-2-1044.

C. **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, except for such Proposals deemed to be confidential by 1GPA pursuant to AAC R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by ARS § 39-121, 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.

D. **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 that the offeror has taken steps and exercised due diligence to ensure that no violation of ARS § 15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, ARS § 41-1461 through 1465; and

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

4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted 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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or

otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this 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. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and

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 ARS § 35-393 and Texas Gov't Code 2270.002; and

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with ARS § 15-512; and

10. In accordance with ARS § 35-394, the Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

4. **Additional Information**

A. **Unit Price Prevails** – Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** – The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** – A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in AAC R7-2-1044.

D. **Disqualification** – The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **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).

F. **Payment** – Payments shall comply with the requirements of ARS Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** – Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
1. Waive any minor informality;
2. Reject any and all 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, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of 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 the Lead Agency with authorized signatures 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.

C. **Effective Date** – The effective date of this Contract shall be the date that 1GPA and the 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 Arizona Department of Education School District Procurement Code Rule AAC R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/Lead Agency Representative, **Christy Knorr, President.**

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by the 1GPA/Lead Agency Representative within 10 days of the request.

C. The interested party may file a written request with the 1GPA/Lead Agency Representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The 1GPA/Lead Agency Representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

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

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

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

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing**

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

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

   C. **Cooperative Purchasing Contracts** – 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 contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

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

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

2. **Contract Interpretation**

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

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

   B. **Implied Contract Terms** – Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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

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

   E. **No Parol Evidence** – This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

   F. **No Waiver** – Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

UNIFORM TERMS AND CONDITIONS

A. **Records** – Under ARS § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five (5) 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 via the 1GPA Vendor Portal.

I. **Unified Reporting Requirements** – Contractor shall consolidate and report all contract usage data under one comprehensive report for the entire contract, regardless of the number of divisions, branches, or distributors involved. Contractor is responsible for collecting and integrating data from all divisions, branches, or distributors to ensure complete and accurate reporting.

1. This unified report shall encompass all transactions, activities, and usage metrics associated with this contract.
2. Contractor warrants that all data reported is accurate, complete, and reflective of all contract usage for the reporting period. Any discrepancies or omissions identified by 1GPA must be promptly addressed and corrected by the Contractor within 30 days.
3. 1GPA reserves the right to audit the Contractor’s records to verify the accuracy and completeness of the reported contract usage. The Contractor shall provide access to all necessary records and cooperate fully with the audit process. Failure to comply with the unified reporting requirements outlined herein may result in penalties, including but not limited to termination of contract, as determined by 1GPA.

J. **Purchase Orders/Contracts** – All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation. 1GPA Contractors must verify the entity’s membership status by cross-referencing the membership list before accepting Purchase Orders. If the entity is not on the membership list, the Contractor should prompt the entity to contact 1GPA for membership application and approval.

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

Administrative Fees shall be paid to "1GPA" and mailed to:
1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

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

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

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice. 1GPA members in states that have different payment terms, shall follow the laws of 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 IRS W-9 Form on file with each Member.

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

5. **Contract Changes**

A. **Amendments** – The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

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

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

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

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

6. **Risk and Liability**

A. **Risk of Loss** – Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

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

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall <u>not</u> include the following occurrences:
   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

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

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

1. A quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** – Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** – The warranties set forth in 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. In addition, the parties hereto acknowledge that pursuant to ARS § 12-510, except as provided in ARS § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in ARS Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** – If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

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

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

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** – Pursuant to ARS § 38-511 and AAC R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

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

C. **Gratuities** – 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with AAC R7-2-1087(H).

D. **Suspension or Debarment** – 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** – 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

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

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

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

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

H. **Continuation of Performance through Termination** – The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

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

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

11. **Federal and State 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, where applicable:

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 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** – Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** – By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

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

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

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

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

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

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

https://www.ethics.state.tx.us/filinginfo/1295/

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

DOCUMENTS REFERENCED

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

Arizona:

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

The Arizona School District Procurement Rules in the Arizona Administrative Code (AAC) 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, visit the 1GPA website at
http://1gpa.org/state-statutes/

Local Governments website (USA.gov)
https://www.usa.gov/local-governments

Federal:

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

Code of Federal Regulations, 2 CFR §§ 200.318-326
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d

Education Department General Administrative Regulations (EDGAR)
https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

DEFINITION OF TERMS

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

"Attachment" means any item the Solicitation requires the 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 or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

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

"Contractor" means any person who has a Contract with the 1GPA.

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

"Days" means calendar days and shall be computed pursuant to ARS § 1-243.

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

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

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

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

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

"Offer" means a response to a Solicitation.

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

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

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

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

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

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

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

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

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

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

EXHIBIT A – OPENGOV SUBMITTAL INSTRUCTIONS

1GPA utilizes the OpenGov Procurement portal to accept electronic responses. For technical questions related to your submission, contact OpenGov Procurement by clicking on the blue chat button on the bottom right corner of the procurement portal or access the Help Center at https://opengov.my.site.com/support/s/

Upload your submission at https://procurement.opengov.com/portal/1gpa

Key Points:

- **Submission Deadline**: Upload, finalize, and submit your response before the Due Date and Time stated on the solicitation cover.
- **Recommendation**: Start the upload process at least one day before the Due Date.

Steps to Submit:

1. **Create an OpenGov Procurement Account:**
   - Register and select "Subscribe" to access documents and upload responses.
   - Click "Follow" on the project's main page for detailed updates. Check the site periodically for notices, amendments, and addenda.
2. **Prepare and Submit Your Materials:**
   - Click "Draft Response" to start. Note: "Proposal" is used universally and encompasses both proposals and bids.
   - Follow the steps listed on the left-hand side of the page. Complete all sections until you see a green checkmark.
   - Acceptable file formats: Microsoft Word, Excel, PDF, CSV, PNG, JPG.
   - Do not embed documents within files.
   - Click "Submit Proposal" to finalize. You'll receive an email confirmation upon submission.
   - Acknowledge solicitation amendments through the portal. If an amendment is issued post-submission, unsubmit, acknowledge the addendum, and resubmit your proposal.

Important Notes:

- Respondents are solely responsible for ensuring all uploaded files are uncorrupted and correctly placed. OpenGov does not verify the accuracy of uploaded documents. Failure to perform quality assurance may result in the proposal being deemed non-responsive if key data is omitted or inaccessible.
- Submitted information and documents are sealed and not visible to 1GPA until after the Due Date and Time.
- Large documents may take time to upload, depending on file size and internet speed.
- You can change your submission until the deadline by clicking "Unsubmit Proposal."

EXHIBIT B
TO
COOPERATIVE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DUNCOR, LLC
D/B/A
SUMMIT WEST SIGNS

[Quote or Work Order]

See following pages.

PROPOSAL

SummitWest Signs
4049 E. Presidio St., Suite 101, Mesa, AZ 85215

251335-04
Date: 02/06/2026
Expires:
Drawing Numbers:

Project: Fountain Hills Illuminated Street Signs
Fountain Hills, AZ

Client: Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain HIlls, AZ 85268

Contact: Justin Weldy 480-816-5133 jweldy@fountainhillsaz.gov

We are pleased to offer this proposal for the following services at the above location.

Project Description:	**Item Total:**
Illuminated Street Signs - Single Intersection - Estimated Dimensions are 23.5" x 96.75". Qty: (4) Illuminated Street Signs Face Replacement, two faces per sign cabinet. Initial Survey to confirm dimensions and inspect lighting. Fabricate and install replacement faces. Traffic Control included. After Hours Work.	$7,897.85
Additional Line Item for Retrofitting Fluorescent Lamps with New LED's, as needed. Pricing per cabinet.	$1,278.40

Permit Procurement, if needed, will be quoted separately.

Pricing Per 1GPA Contract #RFQ25-05P, "*Scoreboards, Signs and Related Products*"

Deposit Rate: 50%
Deposit: $4,588.13

Subtotal: $9,176.25

Total: $9,176.25

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. **Exclusions:** Sign permits, structural engineering, traffic control equipment and permit acquisition fees are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others. **Warranty:** 12 months against defective materials and 12 month unconditional guarantee on parts and labor. **Terms:** UNLESS OTHERWISE NOTED ABOVE: 50% non-refundable advanced deposit with balance due upon completion of project. Interest of 1.5% per month with an $18 minimum service charge may be charged on all accounts not paid in full within 30 days of invoice date. Quotes are valid for 60 days. Buyer is required to provide all necessary electrical circuits of suitable capacity and approved type to within 5 feet of sign location. If electric is not available at the time of installation, Buyer may be billed for additional service calls for final hook-up of sign. All signs are property of Summit West Signs (SWS) until paid in full, installed or not. Ownership of signage will not pass to the Buyer until all terms of contract have been met. In the event of default of any terms of this contract, Buyer authorizes Summit West Signs or its agents to enter property to remove and repossess signage. Buyer agrees to pay all costs and reasonable legal fees if the delinquent account is placed with an attorney or collection agency. Installations scheduled are pending accommodating weather conditions. Installations include 1 trip to the job site. Additional charges may apply for multiple site visits and unforeseen circumstances such as hard ground among others. SWS is not responsible for damage done to irrigation, utility or cable lines. Deposits are not refundable unless specifically agreed to in writing. Customer agrees to monthly progress billing on projects over $1000.00 that take longer than one month to complete.

Salesperson: Greg Chavez

Buyer____________Seller____________

PROPOSAL

4049 E. Presidio St., Suite 101, Mesa, AZ 85215

251335-04

Date: 02/06/2026
Expires:
Drawing Numbers:

Project: Fountain Hills Illuminated Street Signs

Fountain Hills, AZ

Client: Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain HIlls, AZ 85268

Contact: Justin Weldy 480-816-5133 jweldy@fountainhillsaz.gov

Salesperson: Greg Chavez

Buyer's Acceptance ______________________ Title ______________________ Date ______________________

Seller's Acceptance ______________________ Title ______________________ Date ______________________