

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
D. H. PACE COMPANY, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 2, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and D. H. Pace Company, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, 1 Governmental Procurement Alliance ("1GPA") entered into Contract No. 14-205P, dated November 25, 2014, and extended on November 5, 2015 (collectively, the "1GPA Contract"), for the Contractor to provide locks, door hardware and related parts and services. A copy of the 1GPA Contract is attached hereto as Exhibit A and 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 Contractor, and the 1GPA Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor 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 Contractor may provide the Town with locks, door hardware and related parts and services, as more particularly set forth in Section 2 below on an "as-required" basis (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 Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 25, 2016 (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 an additional 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 the 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 Contractor 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 IGPA Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor'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 Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and Renewal Term 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 IGPA Contract. The Town does not guarantee 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 Contractor 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 IGPA Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the IGPA 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 IGPA Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

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 Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor 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 Contractor for the Initial Term and the Renewal Term, if any, an annual aggregate amount not to exceed \$10,000.00 for the Materials and Services at the unit rates set forth in the IGPA Contract. The maximum aggregate amount for this Agreement, including any Renewal Term, shall not exceed \$20,000.00.

4. Payments. The Town shall pay the Contractor 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 IGPA 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 IGPA Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor'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 Contractor 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 (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor'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, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 Contractor or its subcontractors reasonable advance notice of intended audits. Contractor 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 Contractor 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). Contractor'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. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

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

9. 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.

10. 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 Contractor 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. Contractor 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.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the IGPA Contract and invoices, 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 IGPA 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 IGPA Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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

13. 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 IGPA to the extent provided under the IGPA 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 Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor 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 Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. 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: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Contractor: D. H. Pace Company, Inc.
 616 West 24th Street
 Tempe, Arizona 85282
 Attn: Michael Walden

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 ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

(213) Grady E. Miller
Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 9, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



Jennifer Lyons
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

D. H. PACE COMPANY, INC.,
a Delaware corporation

By: 

Michael Waldron
Sr. Vice President

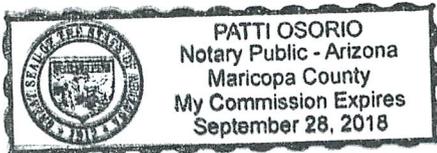
Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On August 3rd, 2016, before me personally appeared Michael Waldron, the sr. Vice President of D. H. PACE COMPANY, INC., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



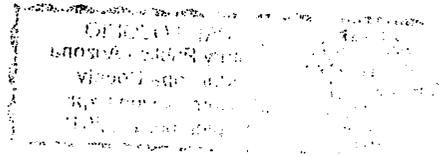

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
D. H. PACE COMPANY, INC.

[1GPA Contract]

See following pages.





Contract Extension/Amendment

November 5, 2015

DH Pace Door Services
616 West 24th Street
Tempe, AZ. 85282

Attn: Rick Martin

RE: RFP C14-46 Locks, Door Hardware, Parts and Service
Contract 14-205P

The above referenced contract is hereby mutually extended for an additional one (1) year period through November 25, 2016. This is the second year of a potential five year agreement.

Pricing shall remain the same as set forth by the original response provided by DH Pace Door Services on solicitation C14-46.

Please provide us with a copy of your updated Certificate of Insurance with your executed Contract Extension. In addition, remember to send all purchase orders issued through your 1GPA Contract to Christy Knorr at the email address provided below.

If you have any questions or concerns, please feel free to contact Christy Knorr at 480-399-6366 or by email: cknorr@1GPA.org.

Vendor Acceptance:

Michael Waldron
Sr. Vice President

Date:

11/5/15

Authorization:

Ken Carter, Executive Director

Date:

11/5/15



1Government Procurement Alliance

Update Vendor Contact Information

Date: 11/5/2015

Sales Reports / Accounts Payable Contact Person:

Name: Debbie Sessions
Title: Office Manager
Company: DH Pace Company Inc
Address: 616 W 24th Street
City: Tempe State: AZ Zip: 85282
Phone: 480-968-3667 Email: debbie.sessions@dhpaces.com

Sales and Marketing Contact Person:

Name: Brent Sheets
Title: General Manager
Company: DH Pace Company Inc
Address: 616 W 24th Street
City: Tempe State: AZ Zip: 85282
Phone: 480-968-3667 Email: brent.sheets@dhpaces.com

PROPOSAL AND CONTRACT ACCEPTANCE

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

(If Applicable)

(Sales) State Transaction or Resale Tax License No.: 07-673815D

Federal Employer Identification Number 43-1012574

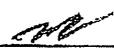
Company Name DH Pace Door Services

Address 616 W 24th Street City Tempe State AZ Zip 85282

Telephone Number 480-968-3667 Fax 480-557-7232

Printed Name Michael Waldron Title Senior Vice President

Primary Email michael.waldron@dhpac.com Company Email _____

Authorized Signature 

The Contractor shall not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order from a 1GPA member.

The Proposal is hereby accepted:

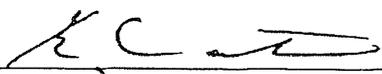
The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as Contract Number: 14-205 P

Awarded this 25 day of November 2014

This contract shall be effective this 25 day of November 2014

1GPA

Signature:  Date: 12/4/14

Title: Executive Director

Printed Name: Ken Carter

Approved By: Mary C. O'Brien

Signature:  Date: 11/25/14

Title: MCOB Board

Printed Name: Jill Broussard



September 4, 2014

1GPA
1910 W. Washington St
Phoenix, AZ 85009

Thank you for the opportunity to provide a bid for RFP C14-46 Locks, door hardware, and related parts and services. Included in this bid submission you will find the requested information as well as a completed RFP document. If you should have any questions or need additional information please do not hesitate to contact me.

DH Pace has over 10 years of experience in Arizona working with school districts and municipalities. We have successfully completed numerous jobs ranging from less than \$100 to over \$800,000. Our service and install technicians will and have traveled to every county in Arizona to perform door and hardware related work.

Our pricing will be honored for the (1) year of the contract with the potential for (4) additional years

DH Pace Door Services Dunn and Bradstreet #065746984

Sincerely,

Rick Marin
Vice President/Sales
DH Pace Door Services
480-638-3626

Systems Integration Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #184002, K-67
P 480-557-7223 • F 480-557-7232
DHPaceIntegration.com

Overhead Door Company of Central Arizona
A DHPACE Company
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #270220, K-60
P 480 968 3667 • F 480 557 7228
OverheadDoorCentralArizona.com

Entry Door Systems Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #183892, K-60
P 480-968-3667 • F 480-557-7228
DHPaceArizona.com

ARIZONA • COLORADO • GEORGIA • ILLINOIS • KANSAS • MISSOURI • NEW MEXICO



Organizational Strength and Structure

DH Pace is a privately held corporation with a strong financial structure and background. At the top of that structure is our CEO Rex Newcomer. Reporting to Rex Newcomer is our President Steve Pascuzzi. We also have an extremely accomplished Board of Directors made up of top professionals with a range of industry experience. Since we have over 1,000 employees I will not be able to go into the distinct structure within every region, division, and department but hope to rather give a general understanding of the overall strength of the DH Pace Company.

DH Pace is a thriving company that continues to grow through its financial where withal and its commitment to customer service. In 2012 DH Pace had \$208 Million in Consolidated Sales, over 150,000+ customer transactions, and 500+ sales, service, and installation vehicles. In 2013 DH Pace experienced considerable growth in all of those areas as our business continued to grow and thrive. The company continued expansion efforts by opening additional satellite offices in the Mid-West as well as through the purchase of other organizations that were welcomed into the DH Pace Company. In 2013 DH Pace purchased a 225,000 sqft office in Olathe, Kansas and completed a renovation to suite the business needs of the organization. During the 1st Quarter of 2014 the DH Pace Home Office consolidated its operations from various buildings within the Kansas City area to the newly renovated office in Olathe in order to provide greater ability to expand as well as a more efficient and effective means to meet the growing needs of the organization as a whole and its customers.

Even during the recent recession DH Pace's commitment to financial strength afforded it the ability in 2008 to acquire Ankmar, Colorado's largest residential garage door distributor, and in 2010 acquired an organization in New Mexico with offices located in Albuquerque, Santa Fe, and Farmington. These acquisitions along with the more recent satellite office expansions in Joplin (MO), Oklahoma City (OK), Bloomington (IL), Omaha (NE), Dalton (GA), and Athens (GA) that have occurred over the last few years would not have been possible if it had not been for the financial fortitude that DH Pace has held as a core value ever since Ed Newcomer purchased the company in 1978.

Attached Documents

- Arizona Pace Systems Integration Organizational Chart
- Letter from Financial Institution
- Bond Capacity
- Corporate Report

Systems Integration Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #184002, K-67
P 480-557-7223 • F 480-557-7232
DHPaceIntegration.com

Overhead Door Company of Central Arizona
A DH PACE Company
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #270220, K-60
P 480 968 3667 • F 480 557 7228
OverheadDoorCentralArizona.com

Entry Door Systems Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #183892, K-60
P 480-968-3667 • F 480-557-7228
DHPaceArizona.com



Request for Proposal # C14-46
Locks, Door Hardware & Related Parts and Services

Proposal Due Date and Time: September 4, 2014 - 11:00 Arizona Time

RFP Opening Location: IGPA
1910 W. Washington Street
Phoenix, Arizona, 85009

Last Day for Questions: August 20, 2014

In accordance with the Arizona Department of Education School District Procurement Rules pursuant to R7-2-1001 thru R7-2-1195, Competitive Sealed Proposals for the materials or services specified will be received by 1GPA, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

Solicitations shall be in the actual possession of 1GPA on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

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

Questions regarding this Request for Proposal should be directed to:

Christy Knorr, Contract Administrator Email: cknorr@1gpa.org Phone: 866-306-3893

Michael N. Chouteau

Mike Chouteau, Executive Director
1GPA

Date: August 7, 2014

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DOCUMENTS REFERENCED:

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://azsos.gov/public_services/Title_07/7-02.htm#Article_10

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

PROPOSAL AND CONTRACT ACCEPTANCE

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

(If Applicable)

(Sales) State Transaction or Resale Tax License No.: _____

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Fax _____

Printed Name _____ Title _____

Primary Email _____ Company Email _____

Authorized Signature  _____

The Contractor shall not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order from a 1GPA member.

The Proposal is hereby accepted:

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

This contract shall henceforth be referred to as Contract Number: _____

Awarded this _____ day of _____ 2014

This contract shall be effective this _____ day of _____ 2014

1GPA

Signature: _____ Date: _____

Title: _____

Printed Name: _____

Approved By: Mary C. O'Brien

Signature: _____ Date: _____

Title: _____

Printed Name: _____

DEFINITION OF TERMS

A complete list of definitions can be 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 of 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 A.R.S. 1-243.

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

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

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

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

“Member” means a government organization which has entered into a Cooperative Purchase Agreement (CPA) with 1GPA.

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

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

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

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

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

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

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

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Inquiries**

- A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFP will be accepted in writing through August 20, 2014 at 5:00 p.m. Request may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by August 25, 2014 at 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this RFP shall be directed to Christy Knorr, cknorr@1GPA.org, or Fax 602-663-9515.
- F. **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 District Personnel.
- G. **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.
- 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 R7-2-1030.
- C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.
- 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.

UNIFORM INSTRUCTIONS TO OFFERORS

- E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Arizona Transaction Privilege Tax number and/or 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: (Arizona Only)**
 - 1. **Federal Excise Tax – Arizona:** Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
 - 2. **Transaction Privilege Taxes -Arizona:** Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
 - 3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.
 - 4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
 - 5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States:

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

- I. **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.

UNIFORM INSTRUCTIONS TO OFFERORS

- J. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments;
 2. Special Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Uniform Instructions to Offerors.

- M. **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.

4. Submission of Proposal

- A. **Sealed Envelope or Package** - Each Proposal shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Proposal and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.
- B. **Electronic Submission** - If determined by 1GPA that electronic submission of Proposals is advantageous, 1GPA will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Proposal shall be rejected. **No electronic or facsimile submissions accepted for this solicitation.**
- C. **Proposal Amendment or Withdrawal** – An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time at the location designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- D. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the 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

UNIFORM INSTRUCTIONS TO OFFERORS

not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Executive Order 99-4, 2000-4 and A.R.S. §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; 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.

5. **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 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.

UNIFORM INSTRUCTIONS TO OFFERORS

- 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 A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all Proposals or portions thereof; or
 - 3. Cancel a Solicitation.

6. Award

- A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.
- B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA Representative, Mike Chouteau, Executive Director.

- 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.
 - 6. The interested party shall supply promptly any other information requested by the 1GPA representative.
- B. 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.
- C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public instruction.

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

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

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3. **Contract Administration and Operation**

- A. **Records** - Under A.R.S. § 41-2548, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.
- D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

4. **Costs and Payments**

- A. **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.
- B. **Payment** - Payment terms are Net thirty (30) from receipt of Contractor's invoice
- C. **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
- D. **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.
- E. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.
- F. **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

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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

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similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

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

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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 or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

- A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

- A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. **Gratuities** - 1GPA may terminate this Contract if it is determined that gratuities were offered or given by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance.
- C. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

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- D. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- E. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
1. Providing material that does not meet the specifications of the contract;
 2. Providing work and/or material that was not awarded under the contract;
 3. Failing to adequately perform the services set forth in the scope of work and specifications;
 4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
 5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
 6. Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

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

- F. **Contractor Cancellation:** Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.
- G. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

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

11. **Federal and State Requirement**

- A. **Compliance with Federal and State Requirements** – Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work hours and Safety Standards Act, the Davis-Bacon Act, and Copland Anti-Kickback Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375.
- 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.

UNIFORM TERMS AND CONDITIONS

- C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.
- F. **Terrorism Country Divestments** - Per ARS § 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

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 date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
2. **OPTION TO EXTEND:** 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 and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Proposal.
6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.
7. **PROPOSAL ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires a Proposal in response to this Solicitation to be valid and irrevocable for **90** days after the opening time and date.
8. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. 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.
9. **TIME STAMP:** Proposals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Proposal deposited on time at the place specified.
10. **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.
11. **PROPOSAL FORMAT:** One (1) original, (2) copies, and two (2) electronic copies provided on a thumb drive. Proposal shall be submitted on the forms and in the format as contained in the RFP. All Proposals including copies shall contain all descriptive literature, specifications, samples (if requested), references, etc.

SPECIAL TERMS AND CONDITIONS

12. **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.
13. **DISCUSSIONS:** In accordance with 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.
14. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for Best and Final Offers. 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.
15. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded by individual line item, groups of line items, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of the District. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA.
16. **ADMINISTRATION FEE:** 1GPA's .00995 administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.
17. **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
18. **DISCOUNTS:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract.
19. **PRICING:** 1GPA is requesting a Catalog Discount contract to successfully obtain a full line of Locks and Door Hardware. The awarded vendor shall provide coverage in all areas listed herein. These areas shall be used in evaluating the catalog discount percent off of all other items listed in the Offeror's catalog or published price lists. Current catalog or list prices, at the time of the bid, shall be valid for one year from contract effective date. The manufacturer's price list and catalog must be a formally published list for general distribution. The discount percentage shall remain firm for the term of the contract and shall be provided on the price sheet(s) where indicated for each of the manufacturers listed.

SPECIAL TERMS AND CONDITIONS

- 20. PRICE ADJUSTMENT:** Revised Published Price Lists may be used as a means of price adjustment. Revised pricing(s) will not become effective until revised lists(s) are submitted under cover letter identifying the applicable RFP and Contract Agreement number. Vendor cover letter and pricing lists(s) must be dated, signed and submitted to the cognizant buyer, 1910 W. Washington Street, Phoenix, AZ 85009
- 21. PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised Published Price Lists may be used as a means of price adjustment. Revised pricing(s) will not become effective until revised lists(s) are submitted under cover letter identifying the applicable RFP and Contract Agreement number. Vendor cover letter and pricing lists(s) must be dated, signed and submitted to the cognizant buyer, 1910 W. Washington Street, Phoenix, AZ 85009. Contractor must hold the price list(s) firm for the first 12 months of the contract and may request to increase the List Price on an annual basis.
- 22. PRICE ADJUSTMENT FOR FIXED PRICING:** 1GPA may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. 1GPA shall determine whether the requested price increase or an alternate option is in the best interest of the Members. Price increases, if any, shall not exceed the Federal CPI.
- 23. PRICE ADJUSTMENT:** 1GPA will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of bid and can be shown to directly affect the price of the item concerned. Requests for increases shall include documentary evidence of seller's cost as of the date his proposal was submitted and documentary evidence of his new cost and effective date of the requested increase. Documentary evidence includes, but is not limited to: 1) copies of manufacturer's old price lists or evidence of prices on which bid prices were based and copies of current price lists or base prices showing increase; or 2) copies of actual invoices. Such increases in cost to Seller by his supplier must be representative of the manufacturer's general price increase to entire industry. 1GPA will determine, through competitive market review, trade publications, independent price indexes, and/or other means, whether the requested price increase, or an alternative option, is in the best interest of its Members. The vendor shall likewise offer any published price reduction to 1GPA concurrent with its announcement to other customers. All price adjustments will be effective following approval or acceptance by 1 GPA. Price increases may only be requested every 365 days. Prices will remain firm for each 365 day period. Requests must be received a minimum of sixty (60) days before the expiration of each 365 day period to become effective during the next period.
- 24. PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 25. PRODUCT DISCONTINUANCE:** 1GPA may award a contract for a particular manufacturer and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues the product or model, 1GPA at its sole discretion may allow the Offeror to provide a substitute for the discontinued item. The Offeror shall request permission to substitute a new product or model and provide the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
 - F. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.

SPECIAL TERMS AND CONDITIONS

26. **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 \$500,000.00 annually.

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.

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

28. **DELIVERY:** 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. The receiving school district will report to the successful Offeror when packages are not received in good condition.

29. **DELIVERY:** Contractor shall deliver conforming materials in each installment under this contract and may not substitute nonconforming materials. 1GPA reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

30. **INSTALLATION:** Proposed price for initial installation must include complete installation along with any necessary supplies for the initial start-up. Installation shall not be considered complete until key operators have been trained.

31. **INSTALLATION:** 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 District.

The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. 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.

32. **TRAINING:** The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment.

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

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

SPECIAL TERMS AND CONDITIONS

- 35. DESCRIPTIVE LITERATURE:** All Proposals submitted shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Proposal submitted. Failure to include this information may result in the Proposal being rejected.
- 36. VENDOR SPECIFICATIONS:** All vendors submitting Proposals should submit current catalogs, excerpts from catalogs or industrial specifications on all items being offered. This information is required for Proposal evaluation purposes, and will not be returned. If information provided is not specific enough to evaluate, additional information or samples must be delivered, at vendor's expense, within 48 hours after notification. If information/samples are not submitted, or information is vague or incomplete, the evaluation of your product may not be accomplished and your proposal may be considered not in compliance with this proposal and therefore, may be rejected.
- 37. 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.
- 38. DEMONSTRATIONS:** 1GPA may require demonstrations of the product(s) offered. The Evaluation Committee shall conduct demonstrations on a date determined by the Committee.
- 39. DEMONSTRATION MODELS:** All vendors are hereby notified that demonstration units of the equipment offered must be available in Phoenix. 1GPA may arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to 1GPA.
- 40. EVALUATION:** In accordance with the School District Procurement Rules, competitive sealed proposals, awards shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to 1GPA upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance. The proposals will be ranked from the one most likely to the one least likely to meet the requirements listed in the RFP. If several proposals are closely ranked, 1GPA may arrange for oral interviews to assist in making the decision.
- A. Compliance with Terms and Conditions, Scope of Work, and other RFP Requirements
 - B. Experience and Reliability of the Firm
 - C. Expertise and Reliability of Firm's Key Personnel
 - D. Evaluation of References
 - E. Financial Stability of the Firm
 - F. Promotional/Marketing Plans
 - G. Method of Approach
 - H. Cost Proposal
- 41. RESPONSIBILITY OF OFFERORS:** 1GPA will consider the following factors in determining if an Offeror is responsible:
- A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
 - B. The proposed contractor's record of performance and integrity.
 - C. Whether the proposed contractor is qualified legally to contract with the public entity.
 - D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
 - E. Complaints on file with the Registrar of Contractors.
 - F. Prior litigation history.
- 42. LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.
- 43. CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly

SPECIAL TERMS AND CONDITIONS

registered and licensed thereunder. Attach photocopy of License to Propose form.

- 44. FEES AND PERMITS:** All required fees and permits must be included in the total proposal price.
- 45. PERMITS:** Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with City Building and Fire Codes.
- 46. 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.
- 47. DAMAGES:** The successful 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.
- 48. CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

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

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

- 49. 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.
- 50. 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.
- 51. INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming 1GPA Member as an additional insured party.

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

- 52. INSURANCE:** Contractor and subcontractors shall procure and maintain until all of their obligations have been

SPECIAL TERMS AND CONDITIONS

discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

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

1. **Commercial General Liability-Occurrence Form**

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

General Aggregate - \$2,000,000

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

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

Each Occurrence - \$1,000,000

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

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

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
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Employers' Liability	
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Each Accident	\$100,000
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Disease-Each Employee	\$100,000
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Disease-Policy Limit	\$500,000
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4. **Property Insurance**

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

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

- A. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

53. **INSURANCE:**

a. **Worker's Compensation:** Worker's Compensation insurance, as required by Arizona state, law shall be maintained on all employees during the entire project.

b. **Public Liability and Property Damage:** Coverage shall be maintained to include, but not be limited to, direct operations, sublet work, contractual liability, completed operations and the broad form endorsement with limits not less than those stated below:

1. Bodily/Personal Injury Liability: **\$1,000,000** per occurrence;
2. Property Damage Liability: **\$300,000** per occurrence; or
3. Bodily Injury and Property Damage: **\$1,000,000** combined single limit.

c. **Comprehensive Automobile Liability:** Coverage to include, but not be limited to, owned vehicles, non-owned vehicles and hired vehicles with limits not less than those stated below:

1. Bodily Injury Liability: **\$1,000,000** each person and \$1,000,000 each occurrence;
2. Property Damage Liability: **\$300,000** each occurrence; or
3. Bodily Injury and Property Damage: **\$1,000,000** combined single limit.

SPECIAL TERMS AND CONDITIONS

Insurance may be arranged in any configuration the Contractor chooses so long as the coverages are not less than the values stated above. Successful firm must include 1GPA Member as an additional insured party.

- 54. SPILLAGE:** Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.
- 55. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.
 - B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.
- 56. OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

SCOPE OF WORK

Purpose

1GPA is seeking to award a contract or multiple contracts which will allow 1GPA members to purchase locks, door hardware, repairs to locks and hardware and all other products and services pertaining to locks and door hardware.

Scope of Work

1GPA is seeking a comprehensive line of mechanical locking hardware, electromechanical locking hardware, door hardware, and service equipment for all 1GPA members. 1GPA would like a percentage discount off of manufacturer's list price on all items available, on an "as needed" basis. A copy of the manufacturer's piece list must accompany each proposal response. Items may include, but are not limited to locks, keys, door hardware, repairs, repair parts, replacement, cleaning. Bidders are encouraged to list all brands that they are able to supply and the discount percentage for each brand. Bidders are also encouraged to list all other products and services available.

Catalog/Price

The resultant contract(s) shall be based on individual manufacturer's catalog/price lists. For the purpose of this solicitation, an established catalog price means the price included in a catalog, price list, schedule or other form that: Is regularly maintained by a manufacturer, distributor or contractor. Is either published or otherwise available for inspection by customers. States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

Offeror(s) shall submit with the bid, electronic versions of the catalog/price lists being offered in either of the following formats: (Portable Document Format (pdf) file or other on USB thumb/flash Drive).

1. 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. **Qualifications and experience with local government and/or educational entities (300 points). Please list a minimum of 3 references.**
- B. **Ability to Provide and Perform the Required Services for the Contract (250 points)**
- C. **Provide Experience with Cooperative Purchasing Procedures (200 points)**
- D. **Pricing (150 Points)**
- E. **Additional Value Added Capabilities Provided By Vendor/Contractor (100 Points)**

2. PROPOSAL FORMAT

One (1) original, two (2) copies and two (2) electronic copies provided on a thumb drive should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “**original.**” The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. The proposal should include at least the following information:

Tab 1 General Information

- A. Provide a signed letter of interest, stating the firms' interest and qualifications in providing the specified service program, a brief history of the firm, length of time offering program, contribution to industry and awards, company’s Dun and Bradstreet (D & B) number and submit a D & B Comprehensive Insight plus Report.
- B. Include a description of the organizational structure, financial strength and available resources.

- C. Provide a statement signed by the authorized individual indicating the full and complete understanding of the requirements and scope of work detailed within the RFP and the ability of the firm to comply with all terms, requirements, and conditions of resultant contract.

Tab 2 Qualifications/Experience

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

Tab 3 Pricing - Please provide your pricing on the Excel spreadsheet provided by 1GPA

Tab 4 Responsiveness

- A. Overall responsiveness of the proposal in clearly stating and understanding the scope of work, and in providing all information required at proposal opening date.
- B. Offerors shall complete and return the attached Proposal and Acceptance Form
- C. Offerors shall complete and return the Non-Collusion Affidavit form on
- D. Provide a sample Certificate of Insurance

Tab 5 Miscellaneous

- A. Offerors shall provide any additional information or services that will improve their overall Proposal.

1. **Processing Information: Provide company Contact information for the following:**

Sales Reports / Accounts Payable Contact Person:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Purchase Orders Contact Person:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Sales and Marketing Contact Person:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Texas Government Code

Anti Trust Certification

§2155.005

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

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

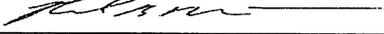
Vendor Name _____
(Please Type or Print)

Address _____

Phone _____ Fax _____

Email _____ Website _____

Name of Person Submitting Bid _____

Signature  _____ Date _____

Position with Company _____

Non-Collusion Affidavit

State of _____)

) ss.

County of _____)

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Position Title)

of _____
(Company Name)

The persons, corporation, or company who makes that accompanying Proposal, having first been duly sworn, deposes and says:

That such proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm, or corporation to refrain from offering, and that the Offeror has not in any manner by collusion to secure for itself an advantage over any other Offeror.



(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

This _____ day of _____ 20____

Signature of Notary Public in and for the

State of _____

County of _____

Key People - Experience and Qualifications

This is a list of key people in the DH Pace Arizona Branch. It should be noted that other DH Pace branches throughout the nation have different key people but maintain the same or similar industry strength and competency as displayed below. The key people for other states can be provided upon request.

Michael Waldron –Senior Vice President/ Regional Manager

Ten years management experience within the D.H. Pace Company and is responsible for all of the operations within the Arizona office. This includes, but is not limited to, oversight of the sales, administrative, and operational activities associated with providing the products and services proposed in this bid.

Brent Sheets – Sales Manager / Pace Systems Integration

More than eight years with D.H. Pace in the Arizona market. Brent is knowledgeable in all aspects of access control and systems integration and has assisted our commercial entry door sales teams as they priced and executed projects. He will be the main contact for this scope of work should D.H. Pace be the successful bidder.

Rick Martin – Vice President / Sales

Has been instrumental over the past 6+ years in helping to promote, develop, and secure business. Rick is responsible for expanding our sales efforts into accounts we do not currently sell product to and will be involved in the promotion of this contract if awarded to D.H. Pace.

Patricia Herrera – Service Manager

Has been in the security industry for 15 years and with DH Pace for over 8 years. In addition to managing the Systems Integration, Commercial Entry Door and Commercial Overhead Door service departments, she also establishes and administers the system monitoring contracts.

Debbie Sessions – Office Manager

Responsible for the administrative staff and will be responsible for administering the contract should D.H. Pace be the successful bidder.

Travis Thiel – PSI Installation Manager

10 years of experience in operations management and customer service. He has degrees in both Information Technology and Information Systems Security. He has been certified in OSHA 10 hour, Smith Systems, CPR and first aid.

Ron Kovarik – PDS Installation Manager

18 years of experience in operations management and customer service. Ron has been responsible for scheduling the installation of products sold through our Pace Door Services department for the past 6 years.

Jason Flanders – PDS Installation Manager

15+ years of experience in the commercial entry doors, frames & hardware and overhead doors industry. Jason has been responsible for scheduling the installation of products sold through our Overhead Door department for the past 2 years.

Matt Johnson – Project Manager

15 years managerial experience focused on customer service, operations and logistics management.

Joe Mumper – Sales Representative

Has been in the security industry for 15+ years and has extensive field experience. Joe provides all aspects of customer service to the client including preparing quotes for projects, coordinating service on existing systems as well as providing educational opportunities.

Darren Falkenburry – Sales Representative

Has been in the commercial entry door services industry for 15+ years and has extensive field experience. Darren has sold countless projects under our current Mohave cooperative contracts and markets our services and offerings throughout the Northern part of Arizona as well as in the Phoenix Metro Area.

John Armenta – Sales Representative

Has been in the commercial entry door services industry for 15+ years and has extensive experience. John has sold countless projects under our current Mohave cooperative contracts and markets our services and offerings throughout the Southern part of Arizona as well as the Phoenix Metro Area.

Ryan Spaid – Sales Representative

Has been in the overhead door industry for 3+ years. Ryan is primarily responsible for aftermarket overhead door and loading dock sales in the Phoenix Metro Area.

Technicians

PSI - We have ten full time technicians and installers on staff who specialize in security, access control, and CCTV installation and repair with a combined 45 years of experience.

PDS - We have twenty full time technicians and installers who specialize in commercial entry door products. This expertise allows us to provide a more complete solution to our access control and security customers because so many of the products require door hardware to function correctly – and in many cases require modifications that a security company would have to outsource.

OHD – We have thirteen full time technicians and installers who specialize in overhead doors and loading dock equipment.

Our security staff works very closely with our commercial entry door division to provide the broadest range of solutions for our customers. All of our field technicians have been drug tested, and through a criminal background and DMV background check. Also, we conduct Fingerprint checks and get the appropriate fingerprint verification cards for work in school districts as required.

In addition to credentials specific to various manufacturers' products and industry specific accreditations, our security technicians are trained in, and/or hold certifications in, the following:

Fire Door drop test
Smith Systems driver safety
Certified Inspector (AAADM)
CPR and first aid

OSHA 10 hour safety training
American Association of Automatic Door Manufactures
Fall Protection
Confined Spaces Training



References

Tucson Unified School District

Ernie Gauvin

Fire and Safety Systems

(520) 225-4696

Scope of Services: Furnished and installed Access Control Systems at approximately 30 campus locations. Also, DH Pace performed door and hardware repairs and replacements as necessary in order to provide a complete and comprehensive security solution. Furnished and Installed auto operators at select locations and a small video surveillance system at the district office.

Tempe Unified High School District

Shane McCord

Facilities and Security Departments

(480) 345-3786

Scope of Services: Furnished, installed, and maintain the access control system on approximately 140 access doors and over 1,000 monitored points. Also, DH Pace provides a wide range of commercial entry doors, frames, and hardware installations and services for the school district through their facilities departments

Kayenta Unified School District

Raymond Jensen

(928) 697-2133

Facilities Department

Scope of Services: Furnished and installed a wireless access control system on approximately 200+ doors. Also, DH Pace performs a wide range of door and hardware repairs, replacements, and additions for the school district.

Mesa Unified School District

Allen Moore

School Safety and Security Director

Systems Integration Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #184002, K-67
P 480-557-7223 • F 480-557-7232
DHPaceIntegration.com

Overhead Door Company of Central Arizona
A DHPACE Company
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #270220, K-60
P 480 968 3667 • F 480 557 7228
OverheadDoorCentralArizona.com

Entry Door Systems Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #183892, K-60
P 480-968-3667 • F 480-557-7228
DHPaceArizona.com



(480) 472-1152

Scope of Services: Furnished and installed an access control system controlling four floors of one of the District Office locations. Also, DH Pace provides a wide range of commercial entry doors, frames, and hardware installations and services for the school district through their facilities departments.

Pima County

Dave Erickson

Construction Management Services

(520) 724-3097

Scope of Services: Furnished, installed, and service the conversion of an existing out of date 50 door access control system to a new access control system to meet the county’s needs. Also, DH Pace worked in cooperation with Pima County and their designated General Contractor to furnish and install an enterprise level access control, video surveillance, and dedicated security network at two new construction Behavioral Health and Crisis Response buildings which totaled approximately 150 access control doors and 150 IP cameras.

Pinal County

Gabriel Villanueva

IT Department

(520) 866-6652

Scope of Services: Furnished, installed, and monitor intrusion alarm systems at various buildings for Pinal County.

Some Other Relevant Customers

(This is only a small sample of the total customer base of DH Pace and is primarily derived from customers in Arizona. A similar list would easily be found in other parts of the country we serve.)

Peoria Unified School District

Maricopa Community College District

Systems Integration Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #184002, K-67
P 480-557-7223 • F 480-557-7232
DHPaceIntegration.com

Overhead Door Company of Central Arizona
A DH PACE Company
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #270220, K-60
P 480 968 3667 • F 480 557 7228
OverheadDoorCentralArizona.com

Entry Door Systems Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #183892, K-60
P 480-968-3667 • F 480-557-7228
DHPaceArizona.com



Paradise Valley Unified School District

Chandler Unified School District

City of Scottsdale

City of Chandler

Maricopa County

Valley Metro

Luke Air Force Base

Town of Queen Creek

Systems Integration Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #184002, K-67
P 480-557-7223 • F 480-557-7232
DHPaceIntegration.com

Overhead Door Company of Central Arizona
A DHPACE Company
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #270220, K-60
P 480 968 3667 • F 480 557 7228
OverheadDoorCentralArizona.com

Entry Door Systems Group
616 W. 24th Street • Tempe, AZ 85282
AZ ROC #183892, K-60
P 480-968-3667 • F 480-557-7228
DHPaceArizona.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Kansas City MO Office 4801 Main Street, Suite 350 Kansas City, MO 64112 USA	CONTACT NAME		
	PHONE (AC, No, Ext): 866-283-7122	FAX (AC, No): 800-363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC#	
INSURED D.H. Pace Company, Inc. dba: D.H. Pace Door Services; D.H. Pace Systems Integration; Overhead Door Company of Central Arizona 616 W. 24th Street Tempe, AZ 85282	INSURER A: ZURICH AMERICAN INS CO		16635
	INSURER B: LIBERTY INSURANCE UNDERWRITERS, INC		19917
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual, XCU Incl. <input checked="" type="checkbox"/> No ded/SIR applies GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	GL0337435913	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAF3374360-18	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Eg accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	100002687309	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICERS/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A X (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC337435813	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status applies to General (CG2033 04 13), Auto & Excess Liability coverage with as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract. Insurance, Except Workers' Compensation and Employer's Liability, is Primary & Non-Contributory; Severability of Interests applies and subject to the insurance contract, and subject to applicable state laws. Blanket Waiver of Subrogation is included if required by contract, subject to the insurance contract. Umbrella policy provides limits in excess of the General Liability, Auto Liability, and Employer's Liability policies, subject to the insurance contract. Nothing herein is intended to, or should be interpreted to, insert terms from outside contracts into the certificate of insurance document.

CERTIFICATE HOLDER Sample Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
SAMPLE ONLY	AUTHORIZED REPRESENTATIVE <i>Bradley J. Reutter</i>

Solicitation Number:	1GPA RFP C14-46
Name of RFP	Lock, door hardware, and related parts and services
Contract Vendor's Name:	DH Pace

Section 1: Restock, Shipping and Bond Information

Shipping & Handling Description:	Shipping and Handling is included in the discount off list.
Expedited Shipping:	Expedited shipping is available but would be priced as a quoted fee. Many manufacturers have expedited shipping options in which we pay an increased shipping rate and/or our discount on the products is reduced to accommodate for the faster lead time. Subsequently we can not provide a fixed percentage but would provide a quoted amount for the expedited shipping costs.
Bond Rates:	Our Bond Rate is 1% of the total contract value.

Section 2: Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates

Lodging:	We agree to the Current State Rates
M&IE (Meals and Incidental Expenses):	We agree to the Current State Rates
Mileage:	We agree to the Current State Rates
Mobilization:	We do not charge any mobilization fees outside of what we assess for Travel/Drive Rates described below and the Current State Rates which we have indicated we agree to for Lodging, Meals and Incidental Expenses, and Mileage.
Travel/Drive Rates:	We apply a mileage fee for the total miles traveled (round trip) from our facility to the members facility for any location outside a 50 mile radius. We calculate "travel charges" at our per hour labor rate (x) the number of hours our technician is expected to be driving portal to portal and this charge is typically factored into our labor calculation when necessary for quoted projects. For service calls if within a 30 mile radius of the DH Pace Service Center Office than we charge the appropriate labor rate portal to completion. If outside of the 30 mile radius then the charges are portal to portal and if outside the 50 mile radius then the charges are portal to portal plus a round trip mileage fee per Current State Rates.
Travel/Drive Rates Notes:	

Section 3: Fees and Service Rates

Consumable Supplies & Materials (Tie wraps, tape, pulling compound, etc.)	Consumable supplies and materials such as tie wraps, tape, screws, nuts, bolts, etc is calculated as a percentage of the overall material sell price. That percentage is 2% of the 1GPA material sell price.
Document Fees:	Document Fees are applicable when permits are required, engineering documents are needed, or the customer requires As-Builts or other types of closeout documentation. These Document Fees can range from 0-5% of the overall contract value depending on the complexity and scale of the documentation required.
Dumpster Fees:	No Dumpster Fees will be charged
Equipment Moving Fees:	No Equipment Moving Fees will be charged
Lift Gate Fees:	No Lift Gate Fees will be charged
Permit Fees:	When permits are required we will contact the appropriate jurisdiction to determine the applicable permit fees. These permit fees will range from 0-5% of the overall contract value depending on the particular city or municipality and how they calculate the particular fees. It is important to note that this percentage range is for permit fees assessed by the appropriate jurisdiction and this does NOT include the necessary document fees that may be required in order to obtain that permit. Those document fees are outlined above under "Document Fees" in section 3.
Installation Services:	Please see LABOR RATES section of this attachment for a list of the specific labor rates. All labor rates are charged per hour.

Yale	Door Hardware	19%	0.00%	
Zero International	Gasketing and Seals	19%	0.00%	
Curries	Hollow Metal	50%	0.00%	
Ceco	Hollow Metal	40%	0.00%	
Steelcraft	Hollow Metal	40%	0.00%	
Door America	Wood Doors	8%	0.00%	
Air Louvers	Vision Kits	26%	0.00%	
OHD Sectional	Overhead Doors	7%	0.00%	
OHD Sectional Options	Overhead Doors	0%	0.00%	
OHD Rolling	Overhead Doors	7%	0.00%	
OHD Rolling Options	Overhead Doors	0%	0.00%	
OHD Operators	Overhead Doors	0%	0.00%	
OHD Operator Options	Overhead Doors	0%	0.00%	
Special Lite	FRP Doors	12%	0.00%	
Moderco	Operable Wall & Accordion Doors	25%	0.00%	
Woodfold	Accordion Doors	15%	0.00%	

Volume Discount Information

Volume Discounts:

--

Manufacturer	Amount of Purchase Required	Additional Discount
N/A - No standard volume discounts offered		

Extended Warranty and Annual Maintenance Information

Extended Warranty and Annual Maintenance Information:

--

Manufacturer	Extended Warranty Description	Warranty Cost	Annual Licensing & Support Cost
All Manufacturers	2nd Year Extended Warranty - includes Labor and Material Coverage	10% of 1GPA Material Sell Price	NA

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
D. H. PACE COMPANY, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services Central, Inc. Kansas City MO Office 4801 Main Street, Suite 350 Kansas City, MO 64112 USA	CONTACT NAME		
	PHONE (AC, No, Ext): 866-283-7122	FAX (AC, No): 800-363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC#	
INSURED D.H. Pace Systems Integration, A Division of D.H. Pace Company, Inc., Overhead Door Company of Central Arizona 616 W. 24th Street Tempe, AZ 85282	INSURER A: Zurich American Ins Co		16535
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual, XOU ind. <input checked="" type="checkbox"/> No ded/SIR applies GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	GLO 3374359-15	01/01/2016	01/01/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV. INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP 3374360-15	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	US00069741LI16A	01/01/2016	01/01/2017	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 3374358-15	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status applies to General (CG2033 04 13), Auto & Excess Liability coverage with as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract. Insurance, Except Workers' Compensation and Employer's Liability, is Primary & Non-Contributory; Severability of Interests applies and subject to the insurance contract, and subject to applicable state laws. Blanket Waiver of Subrogation is included if required by contract, subject to the insurance contract. Umbrella policy provides limits in excess of the General Liability, Auto Liability, and Employer's Liability policies, subject to the insurance contract. Nothing herein is intended to, or should be interpreted to, insert terms from outside contracts into the certificate of insurance document.

CERTIFICATE HOLDER Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, AZ 85268	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED
POLICY NUMBER GLO 3374359-15 BAP 3374360-15 US00069741L116A WC 3374358-15		D.H. Pace Systems Integration, A Division of D.H. Pace Company, Inc.; Overhead Door Company of Central Arizona 616 W. 24th Street Tempe, AZ 85282
CARRIER Zurich American Ins Co XL Specialty Insurance Company	NAIC CODE 16535 37885	EFFECTIVE DATE: 01/01/2016

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Town of Fountain Hills is listed as an additional insured per written contract.