

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
URBAN ENERGY SOLUTIONS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 15, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Urban Energy Solutions, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, 1 Governmental Procurement Alliance (“1GPA”) entered into Contract No. 17-13PV-05 dated May 18, 2017 (the “1GPA Contract”), for the Contractor to provide electrical and lighting products 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 electrical and lighting products 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 May 17, 2018 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the 1GPA Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the 1GPA Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the 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 1GPA 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 any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the 1GPA Contract. 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 1GPA Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the 1GPA Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the 1GPA Contract will be held at 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 for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$20,000.00 for the Materials and Services at the unit rates set forth in the 1GPA Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$100,000.00.

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 1GPA Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the 1GPA Contract will be subject to rejection and may be returned.

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," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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 1GPA 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 1GPA Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the 1GPA Contract shall not alter such terms and conditions or relieve 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 1GPA Contract, the Town shall be afforded all of the rights and privileges afforded to 1GPA and shall be "1GPA" (as defined in the 1GPA Contract) for the purposes of the portions of the 1GPA Contract that are incorporated herein by reference.

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 1GPA to the extent provided under the 1GPA Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the 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: Urban Energy Solutions, Inc.
3312 East Broadway Road
Phoenix, Arizona 85040
Attn: Justin Rojas

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

Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 16, 2017, 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.



Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

URBAN ENERGY SOLUTIONS, INC.,
an Arizona corporation

By: ChL-Boop

Name: Clayton Boop

Title: CFO

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 12th, 2017, before me personally appeared _____
Clayton Boop, the CFO of URBAN ENERGY
SOLUTIONS, INC., an Arizona 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.

Ashley N. Brooks
Notary Public

(Affix notary seal here)

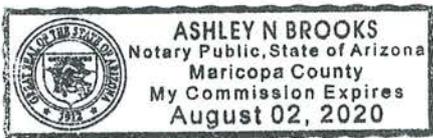


EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
URBAN ENERGY SOLUTIONS, INC.

[1GPA Contract]

See following pages.



1Government Procurement Alliance

May 19, 2016

Urban Energy Solutions, Inc.
Justin Rojas
3312 E. Broadway Rd.
Phoenix, AZ 85040

Dear Justin Rojas,

1GPA is pleased to announce that your company has been awarded a contract for the following services based on the bid submitted to 1GPA for IFB # 17-13PV:

Commodity/Contract Title:

Electrical and Lighting Products and Services

Contractor/Vendor:

Urban Energy Solutions, Inc.

Contract Number:

17-13PV-05

The contract is effective immediately and will expire on May 17, 2018. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

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

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office at 480/399-6366 or via email; cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Jennifer Munoz
1GPA, Director of Procurement and Compliance



Paradise Valley Unified School District as the lead agency of 1Government Procurement Alliance is releasing the following solicitation:

Invitation for Bid # 17-13PV Electrical and Lighting Products and Services

Bid Due Date and Time: **April 18, 2017 at 1:00 P.M. Arizona Time**

IFB Opening Location: Paradise Valley Unified School District
15002 North 32nd Street
Phoenix, Arizona 85032
See enclosed information for submittal instructions.

Last Day for Questions: **April 4, 2017**

Pre-Bid Conference: March 30, 2017 @ 10:00 AM
Paradise Valley Unified School District
15002 North 32nd Street
Phoenix, Arizona 85032

Note: This IFB will be replacing the following contract: RFP C13-27 – Electrical Products and Services
**** Current vendors that have been awarded the above contract will need to respond to this IFB in order to have the opportunity to continue servicing 1GPA Members.**

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received by the lead agency, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the bidder's pricing shall be publicly read. All other information contained in the Bid shall remain confidential until award is made.

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

Solicitations must be submitted in a sealed envelope with the Invitation for Bid number and the Bidder's name and address clearly indicated on the envelope. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to: Jennifer Muñoz, Director of Procurement, 1GPA
Email: jmunoz@1gpa.org
Phone: 480-579-9497



Claudia Leon, Director of Purchasing
Paradise Valley Unified School District (PVUSD)



Jennifer Muñoz, Director of Procurement
1Government Procurement Alliance (1GPA)

Date: March 23, 2017

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DOCUMENTS REFERENCED:

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

Arizona:

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

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

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, [Click Here](#) to be re-directed to 1GPA website available at:
<http://1gpa.org/state-statutes/>

Federal:

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

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

INTRODUCTION TO 1GOVERNMENT PROCUREMENT ALLIANCE (1GPA)

Who are we?

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

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

What do we do?

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

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

Why are we preferred?

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

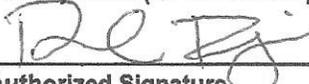
Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

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

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

BID 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 Bid.

26-4053008
Federal Employer Identification Number
Urban Energy Solutions, Inc.
Company Name
Justin Rojas
Printed Name
President
Title
justinrojas@urbanenergyinc.com
Primary Email (for Contract Inquiries)

Authorized Signature

3312 East Broadway Road
Address
Phoenix, AZ 85040
City, State Zip
480-282-9501
Company Telephone Number
Clayton Boop
Accounting / AP Contact Name
claytonboop@urbanenergyinc.com
Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor shall notify 1GPA of all materials or services provided under this contract and agrees to send a copy of all purchase orders and/or contracts received from members to 1GPA within 10 days. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA BID AND CONTRACT ACCEPTANCE

The Bid is hereby accepted:

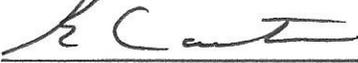
The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as **17-13PV Electrical and Lighting Products and Services**

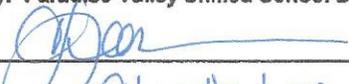
Awarded this 18th day of May 2017

This contract shall be effective this 18th day of May 2017

1GPA

Signature:  Date: 5/19/17
Printed Name: Ken Carter Title: Executive Director

Approved By: **Paradise Valley Unified School District**

Signature:  Date: 5/19/17
Printed Name: Claudia Leon Title: Director of purchasing

DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

“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 BIDDERS

1. Inquiries

- A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through April 4, 2017 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 IFB. Responses and addenda to this IFB, if necessary, are scheduled to be issued by April 7, 2017. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Jennifer Muñoz, jmunoz@1GPA.org, or Fax 602-663-9515.
- D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead District Personnel.
- E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Bid Opening:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.
- G. **Time Stamp:** Bids will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his Bid deposited on time at the place specified.
- H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Bid Preparation

- A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections.** - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.
- C. **Signature(s) on Bids** - The Bid and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.
- D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

UNIFORM INSTRUCTIONS TO BIDDERS

- E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.
- F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.
- H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.
- I. **Taxes:**
 - 1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.
 - 2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
 - 3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.
 - 4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
 - 5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.
- All Other States** - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.
- J. **Disclosure** - If the firm, business, or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
 - 1. Addenda/Amendments;
 - 2. Special Instructions, Terms and Conditions;
 - 3. Uniform General Terms and Conditions;
 - 4. Scope of Work/Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Uniform Instructions to Bidders.
- L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Bid**

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- A. **Sealed Envelope or Package** - Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid 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 Bids 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 Bid shall be rejected.
- C. **Bid Amendment or Withdrawal** – A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time at the location designated in the Solicitation. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.
- D. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

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

- E. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:
 - 1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
 - 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 Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
 - 4. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and
 - 5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or member; and
 - 6. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member, 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

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Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. 35-393.

4. **Additional Information**

- A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bid.
- C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Bids or portions thereof; or
 3. Cancel the Solicitation.

5. **Award**

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

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the lead agency representative, Claudia Leon, Director of Purchasing.

- A. Protest shall include:

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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 member 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 1GPA or lead agency.
- 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 or lead agency makes the procurement file available for public instruction.
- 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** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

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

- D. **Non-Exclusive Contract** - Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.
- E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Paradise Valley Unified School District.

2. **Contract Interpretation**

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

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

- B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.
- D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
- E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. **Records** - Under A.R.S. § 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.

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- B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.
- D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.
- F. **Administration Fee** - 1GPA has an Administrative Fee of .00995 (0.995%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.
- G. **Purchase Orders/Contracts** - The Contractor shall notify 1GPA of all materials or services provided under this contract and agrees to send a copy of all purchase orders and/or contracts received from members to 1GPA within 10 days. Vendor failure to provide purchase orders and/or contracts may result in contract cancellation. Reporting arrangements must be made for purchase orders issued (see H & I).
- H. **Reporting** - The contractor shall provide monthly or quarterly reconciliation reports to 1GPA based on all contract activity. Reporting arrangements shall be made with 1GPA. At the completion of each period (monthly or quarterly), the vendor provides all sales under their contract in preparation for submission of their Usage Report. The invoice will be based on the net total purchase amounts made through the 1GPA contract and are due and payable upon receipt.
- I. **Submission of Reports and Fees** - Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report and if applicable, a check in the amount of the administrative fee (0.995%) of their sales transactions through the 1GPA contract. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law.

Usage Reports and any questions are to be submitted by email to 1GPA's designated email address: cknorr@1gpa.org.

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

For more information on the Usage Reports or the Administrative Fee, its calculation, submission or use, contact Christy Knorr at cknorr@1gpa.org.

4. **Costs and Payments**

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

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- B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.
 - C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor’s invoice
 - D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
 - 1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
 - 2. Purchase order describes the amounts or percentages and the dates or frequency of payments
 - 3. Payments are made in full compliance with Member’s local governing entity rules
 - E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.
 - F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.
 - G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.
5. **Contract Changes**
- A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
 - B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
 - C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.
 - D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
 - E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.
6. **Risk and Liability**
- A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
 - B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

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

D. **Force Majeure**

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

2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

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

7. **Warranties**

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

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

1. A quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
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.

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- D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.
- E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- F. **Survival of Rights and Obligations after Contract Expiration or Termination**
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. Contractual Remedies

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

9. Contract Termination

- A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 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.
- 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

UNIFORM TERMS AND CONDITIONS

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 and Dispute Resolution**

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

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

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

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

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- C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.
- F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- J. **EDGAR** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR). All Vendors submitting bids must complete the EDGAR Vendor Certification Form contained within this document.
- K. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least \$1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

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

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

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start 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. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.
3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
4. **CONTRACT TYPE:** The term contract shall be a percent discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.
5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. If a firm submitting a Bid requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Bid.
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. **BID ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires a Bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
8. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.
9. **TIME STAMP:** Bids will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his Bid deposited on time at the place specified.
10. **AWARD:** Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.
11. **MULTIPLE AWARDS:** This is NOT an "All or Nothing" bid. 1GPA has a large number and variety of potential using districts and agencies eligible to participate in the resultant contract. 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

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vendors. Such decision will be based upon consideration of the complex scope of work and bidder(s)' ability to fulfill the needs of members in its entirety. Contractor's ability to provide for a large diverse Membership and geographic areas served will be considered when determining the need for a multiple award. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded by individual line item, groups of line items, incrementally, by region, or by location. The awards will be limited to the least number of bidders that 1GPA determines is necessary to meet the needs of the participating members. Offeror should consider that 1GPA may award multiple contracts in preparing their response. The decision to award multiple contracts, only one contract, or to make no awards rests solely with 1GPA.

- 12. ADMINISTRATION FEE:** 1GPA's .00995 (0.995%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.
- 13. 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
- 14. DISCOUNTS:** Discount Bids must clearly identify percent of discount to apply to contract. If multiple discounts apply, Bidder shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract.
- 15. PRICING:** 1GPA is requesting a Percent Discount off MSRP or Price Lists to successfully obtain a full line of products and services. Current catalog or price lists, at the time of the Bid, shall be valid for one year from contract effective date unless specifically stated in the bid response. 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.
- 16. 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 IFB 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.
- 17. 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.
- 18. PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 19. 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,

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1GPA at its sole discretion may allow the Bidder to provide a substitute for the discontinued item. The Bidder 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.

- 20. 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 \$5 Million annually. Paradise Valley Unified School District estimates an annual volume of \$1 - \$2 million annually under the awarded contract.

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased and/or usage of contract(s) from cooperative members.

- 21. 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.

- 22. 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.

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

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

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

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- 25. NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
- 26. 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.
- 27. RESPONSIBILITY OF BIDDERS:** 1GPA will consider the following factors in determining if a Bidder 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.
- 28. 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.
- 29. CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Attach photocopy of License to Propose form.
- 30. FEES AND PERMITS:** All required fees and permits must be included in the total price as a pass through cost (no markup) when pricing is submitted to 1GPA member for each project.
- 31. PERMITS:** Upon request of the member, Contractor will 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.
- 32. 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.
- 33. DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
- 34. 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.

- 35. WARRANTY:** All workmanship and materials shall be warranted for a minimum of two (2) years from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project.

All items Bid shall be covered by the manufacturer's standard warranty.

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- 36. BILLINGS:** All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
- 37. INSURANCE:** Bidder agrees to maintain such insurance as will fully protect Bidder, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to 1GPA Members.

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

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

- 38. 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.
- 39. 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.
- 40. BID SECURITY:** School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of \$100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Member of Record.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 45. QUESTIONS:** Questions and/or clarifications concerning this IFB will be accepted in writing through **April 4, 2017 at 5:00 p.m. Arizona Time**. Written responses to all written inquiries will be provided and distributed to all recipients of this IFB. Responses and addenda to this IFB, if necessary, are scheduled to be issued by **April 7, 2017 by 5:00 p.m. Arizona Time**. Questions and/or clarifications concerning this IFB shall be directed to:

Jennifer Muñoz
Director of Procurement and Compliance
jmunoz@1gpa.org
Fax 602-663-9515
Phone 480-579-9497

- 46. REFERENCES:** For complete information on references and definitions used for specifications in the solicitation please visit websites below:

ASTM International (ASTM): www.atasm.org
American National Standards Institute (ANSI): www.ansi.org
Arizona Registrar of Contractors (ROC): www.azroc.gov/l_class.html
Building Industry Consulting Services International (BICSI): www.bicsi.org
Code of Federal Regulations (CFR): www.gpoaccess.gov/cfr/index.html
CSA International (CSA): www.csa-international.org
Federal Communications Commission (FCC): wireless.fcc.gov
International Organization for Standardization (ISO): www.iso.org
National Electric Code (NEC): www.necconnect.org
National Electrical Installation Standards (NECA/IESNA): www.neca-neis.org
National Fire Protection Association (NFPA): www.nfpa.org
Occupational Safety and Health Administration (OSHA): www.osha.gov
The National Electrical Manufacturers Association (NEMA): www.nema.org
Underwriters Laboratories (UL): www.ul.com
U.S. Energy Information Administration (EIA): www.eia.gov

SCOPE OF WORK

1) PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish a contract with responsive/responsible contractor(s) that provide Electrical and Lighting Products and Services to be utilized by the Lead Agency and Members of 1GPA Cooperative on an as-needed basis.

1GPA reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the best interest of the Members of 1GPA.

2) BACKGROUND

Currently 1GPA has one contract for Electrical Products and Services (awarded to 6 firms). The contract resulting from this solicitation will replace the existing contract and will broaden the scope of services to include High Voltage and Low Voltage Electrical Services.

This contract will replace the following contract: #C13-27 – Electrical Products and Services

3) SCOPE OF WORK

In General, the scope of work for electrical services may include but not be limited to installation, repairs, upgrades, routine maintenance to include supervision, labor, equipment, materials, tools and transportation to complete all work. The scope of work will be divided into two major categories: 1) High Voltage Electrical Services and 2) Low Voltage Electrical Services.

This is NOT an “All Or Nothing” bid. Bidders are encouraged to submit bids on single or multiple categories.

A. **High Voltage Electrical Services:** Defined as electrical services above 1000 Volts. Contractors bidding on this service must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized. The following high voltage repairs and services are listed as minimum, but not limited to:

- a. Group 1**: Transformers, Addition and/or removal of oil, Perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypot testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance and repair
- b. Group 2**: Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.
- c. ** It is understood some of the services listed above cannot be performed by all high voltage service contractors, and therefore shall be subcontracted to a contractor specializing in that field.

B. **Low Voltage Electrical Services:** Defined as below 1000 Volts.

- a. Types of Service Work: Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets, variable speed drives (VFD), emergency and normal electrical power systems, lighting and lighting control systems, Lighting Retrofits, LED solutions, daylight harvesting, sports and controls systems, and other associated electrical equipment.

SCOPE OF WORK

4) TECHNICAL REQUIREMENTS

- A. Each contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to perform such services.
- B. The Contractor shall provide all labor, supervision, transportation, equipment (including testing and all personal protection equipment), tools, and all effort necessary to make the required electrical systems repairs/retrofits, complete and operational.

Machinery/equipment that will be considered as additional cost and used indirectly to the electrical industry for the performance of normal electrical services, such as, but not limited to: Backhoes, Jackhammers, Concrete cutters, Excavators, Chain hoists, Man lifts (scissor lifts, fork lifts, boom lifts, bucket trucks, etc.) These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost per the contract awarded percentage of cost. If owned, the equipment shall be charged per the bid rate in the pricing section.

- C. Contractor will be responsible to source all electrical parts/components/fixtures and equipment necessary in the repair or new installation of electrical and distribution systems. Exceptions may be, if in the best interest of the Member, to utilize its own electrical commodity contract to source said supplies.
- D. Replacement parts/fixtures shall be OEM and warranted for two (2) years, unless longer warranties are available from manufacturers. All parts and electrical equipment provided by Contractor shall be new, except as otherwise stated on the drawings. All parts and electrical equipment shall be UL listed when such standards exist for the type of equipment. All electrical equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade, and be from a warrantied product line.
- E. All electrical work shall comply with the requirements of the applicable edition of the National Electric Code and State/Local building codes.
- F. All lighting and lighting system devices shall be manufactured, tested, and/or approved under the current applicable codes and standards for: ANSI, ASTM, BICSI, CSA, EIA, FCC, ISO, NEC, NEMA, and UL.
- G. Contractor shall comply, as applicable, when a participating member may require NETA or NICET certified technicians when performing work on electrical systems.
- H. All work performed by the Contractor shall be subject to inspection and approval by the requesting Member.
- I. Specifications for the work to be performed by contractor and approved by the Member shall be adhered to. Contractor may recommend alternate specifications or additional specification for work, however, any alternate specification shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards. Contractor shall obtain approval from member prior to using any alternate specifications for any work to be performed under the contract.
- J. Prior to starting any work, contractor shall notify member of any specification that is in conflict with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance with said rules.
- K. When any aspect of a project is not covered by a specification, building code, or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry standards.

SCOPE OF WORK

- L. No products that contain asbestos fibers shall be used.
- M. All work shall be accomplished in a manner to match adjacent existing work in the same area or on same elevation where practicable. Contractor will not make adjustments to or alter in any manner member's existing facilities without prior approval from member.
- N. Upon request from Member, contractor shall obtain permits required for a job. Member shall reimburse contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.
- O. Prior to final acceptance of project completion, the contractor shall provide the member a complete set of "as-built" system drawings and copies of operational manuals for all installed products and/or equipment.
- P. Safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety programs in connection with this work.

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

- 1) All employees on the worksite and all other persons who may be affected thereby.
 - 2) All the work, materials, and equipment to be incorporated therein.
 - 3) Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
 - 4) Contractor must keep an acceptable E-Mod Rate determined by the 1GPA Member if requested.
- Q. Removal and Disposal: Contractor shall remove from the worksite and dispose of removed lighting fixtures, ballasts, and lamps as soon as possible in accordance with current applicable federal, state and local codes.
 - a. Polychlorinated Byphenosis (PCB): Ballasts containing PCB shall be disposed of per current federal, state, and local codes. Member's representative shall be notified immediately of any PCB that has leaked out from the ballast.
 - b. Contaminated Transformer Oils: Contractor shall follow all EPA regulations and ordinances regarding the disposal of contaminated oils from transformers.
 - R. Solar Installation and Maintenance: General requirements include the following:
 - a. Contractor shall separate photovoltaic (PV) source circuits and PV output circuits in the same raceway, cable tray, cable outlet box, junction box, or similar fitter as conductors, feeders, or branch circuits of the other non-PV systems. Contractor shall use correct means for identification of conductors, circuits, etc. at all points of termination, connection and splices. Connections to a module panel shall be arranged so that a potential removal does not interrupt a grounded conductor to other PV source circuits. Expansion joints should be utilized as necessary.
 - b. Contractor shall provide a detailed commissioning documentation to conclude installation.
 - S. Energy Efficient Lighting Installations, Products and Services: General requirements include the following:

SCOPE OF WORK

- a. New installations shall include, but not be limited to: interior and exterior facility lighting; walkway lighting; parking lot lighting (including poles); street lighting (including poles); gymnasium lighting; indoor pool lighting; emergency lighting; auditorium lighting; stage lighting, traffic signals, airport applications, exterior athletic and sports field lighting and any other lighting applicable to the nature of public sector agencies which are members of 1GPA.
- b. Energy efficient lighting installations, products, service, and repairs are requested for all lighting systems as listed herein.
- c. Consulting services may include design; lighting and energy assessment; energy audit for lighting, and an evaluation of existing indoor and outdoor lighting systems. Consulting shall provide a solution to an energy saving solution or retrofit to reduce the overall consumption of energy for lighting systems. Contract vendor shall provide the information necessary for the member to properly assess the level of quality, construction components, compliance with applicable current state statutes, and/or the overall performance of the solution offered.
- d. Contractor shall, upon request, submit manufacturer's product information sheets for the energy efficient lighting system and/or products to the member for approval before work begins. The manufacturer's product information sheet shall include model numbers, type, rating, size, style, and manufacturer's name.
- e. Contractor shall provide energy efficient lighting system and materials that comply with current and applicable federal, state, local rebate programs for energy efficient lighting upon member's request.
- f. Federal, state, and/or locally funded projects through grants, utility rebates, etc., shall comply with all requirements under the agreement to meet funding eligibility for the products and services. Contract vendor shall provide member the necessary documentation, such as lighting specifications, energy audit performed, etc. upon request.
- g. Lamps shall comply as applicable with current Energy Independence and Security Act of 2007 (EISA) and current federal, state, and local codes if superseded. Contract vendor shall be responsible for monitoring and compliance with future regulations, codes, and laws.
- h. Except for lamps and ballasts, the contract vendor and the lighting system manufacturer(s) guarantee the usability of the lighting system installed is appropriate for the site conditions that exist and for the intended uses as identified in the project's scope of work for a minimum five (5) year period. Warranty shall commence on the date of final acceptance by the member's authorized representative. The warranty coverage shall not be limited to amount of usage.
- i. Delamping services may be offered and shall not void any existing lighting fixture manufactures' warranties as applicable.
- j. If requested by member, the contract vendor shall provide comprehensive training on the operation, use and testing of the installed products and/or equipment to personnel selected by the member. Any additional charges for training shall be included in the bid cost form.
- k. The lighting system shall be accepted in writing only after a satisfactory test of the entire installed system, lighting components, and/or energy efficient lighting solutions in the presence of member's authorized representative.

T. Retrofit/Repair of Existing Fixtures, Lamps, and Ballasts: General requirements include the following:

SCOPE OF WORK

- a. Contractor shall offer lines of replacement fluorescent lamps that contain low-level mercury content, LED alternate lighting solutions of the latest design, or other current alternate energy saving fixture and lighting replacements.
- b. Compact fluorescent lamps (CFL) and LED's shall be available as an alternative for replacement of current lighting. CFL's shall be UL listed and have a minimum rated average life of 10,000 hours. LEDs shall have a minimum 2-year driver and/or cooling fan and lamp warranty.
- c. Contract vendor shall provide the member with mounting hardware, and any other components required for energy efficient lighting installations performed by the member. Contract vendor shall also provide any manufacturers' requirements and/or recommendations for the installation and/or retrofit applications.
- d. Electronic ballasts shall be physically interchangeable with standard magnetic core and coil ballasts.

U. Emergency and Exit Lighting: General requirements include the following:

- a. Emergency and exit lighting installations, retrofits, and/or repairs shall comply with current applicable CFR, NEC, NFPA, and OSHA requirements. Contractor shall notify member's authorized representative when existing lighting does not conform to those requirements and requires upgrades per federal, state, or local codes.
- b. All fluorescent emergency ballasts shall meet or exceed all current NEC and NFPA requirements for emergency operations.
- c. All replacement, repair or retrofit of fixtures, lamps, ballasts or batteries shall meet current applicable federal, state and local codes and CFR, NEC, NFPA, and OSHA requirements for emergency and exit lighting.

V. Lighting Controls: General requirements include the following:

- a. Lighting controls shall include, but not be limited to: occupancy, temperature, remote, automatic, dusk-to-dawn, time, astronomical, etc.
- b. Contractor may provide control systems and solutions that allow member to add future expansion and/or functions.
- c. Lighting control systems shall not interfere, disable, disengage, or conflict in any manner with member's current facility security, burglar, fire (alarm, suppression, and control), or any other integrated system. Contractor shall not conjoin into these systems in any manner without written approval from the Member and the presence of an authorized representative's technician for these systems during the installation and/or system initiation. Failure to comply with this requirement in any manner may be grounds for immediate cancellation of an awarded contract.
- d. Lighting control systems and solutions shall include member training for operation and addition of future expansion and/or functions as applicable.

5) SCHEDULING REQUIREMENTS

- A. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

SCOPE OF WORK

- B. Contractor shall coordinate all repair/installation schedules with the Member's point of contact before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit, and must be coordinated by the Member's point of contact.
- C. The Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.
- D. Services shall be made available to 365 days per year.
- E. Labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables. Labor rates shall be divided into the following categories:
 - a. **Regular Service:** work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.
 - b. **After Hours:** work performed after 6:00 PM and before 6:00 AM the next morning.
 - c. **Weekends & Holidays:** work performed Saturday, Sunday, or during a holiday.
 - d. Due to the nature of public sector agencies and Members of 1GPA, response time for a requested service shall be four (4) hours (on-site) after Contractor receives request from the Member for REGULAR SERVICE, and four (4) hour response on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR or AFTER HOURS, if requested as an EMERGENCY.
 - e. Deviations and Exceptions to the hours listed above must be disclosed in bidder's response if bidder is unable to meet the requirements of the contract. Deviations and Exceptions may be cause for a bidder to be considered non responsive and/or rejection of the bid.

6) ORDERING AND JOB COMPLETION PROCESS

- A. The following is a listing of the requirements the ensuing contractor(s) must comply with when completing project work for any eligible user member under this contract:
 - a. **Request for Service:** The 1GPA Member will notify the contractor of the need for electrical services. Request for quote/estimate for the provision/installation of a specific scope of work will be issued by the Member.
 - b. **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the Member to ensure the contractor(s) are aware of important issues regarding the project to ensure accurate cost estimates.
 - c. **Project Quotations:** After a site review of the project, contractor shall submit the project quote to the Member within the specified time frame. The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the Member that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract number and approved by the Member prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.
 - d. **Purchase Order:** Based on Contractor's quotation, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the requesting Member.

SCOPE OF WORK

- e. **Delivery and Installation:** Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received. Installations will not start without prior approval of the Member's authorized representative.

Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with Member's designated point of contact.

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

- g. **Invoicing:** After completion of services, the Contractor shall submit an invoice to the Member:

All invoicing for Time and Materials shall include:

- Purchase Order number
- Terms as per bid
- Contract number
- Job site name and location
- Description of work performed
- Total labor hours
- Labor rate as per bid
- Itemized parts
- Tax on parts only
- Total

Rented equipment charges (submitted with a copy of the invoice from rental firm) shall not add additional sales tax other than what the rental firm has posted.

All invoicing for Project work shall include:

- Purchase order number
- Terms as per bid
- Contract number
- Job site name and location
- Project description
- Project cost
- Change order cost (if applicable)
- If change orders have been implemented – must be separately line-itemed priced
- Grand total of invoice

Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

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

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

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

SCOPE OF WORK

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

7) DELIVERY

- A. It shall be the Contractor's responsibility to meet the Member's delivery requirements, as called for in the Technical Specifications.
- B. Emergency or rush deliveries requested by the Member that require special shipping and handling charges may be at the Member's expense, but only with prior written approval from the Member. Emergency or rush shipping charges shall be added to an invoice as a separate line item.
- C. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping and handling charges shall be paid by the Contractor.
- D. The Member reserves the right to examine freight cost and route shipments with their own contracted carrier.
- E. Under no circumstances shall the Contractor increase their profit margin through shipping charges.

8) LEASING / FINANCING SERVICES: Leasing and financing options are allowable for the acquisition of the awarded equipment if the Contractor provides this option. A Master Lease or Master Finance Agreement will not be negotiated by 1GPA. Each Member who elects to pursue this method shall be responsible for the review, possible negotiations, and signature on any leasing/financing documents. Additionally, it shall be clear that the Member has the final financial responsibility. The following shall apply to all 1GPA Members:

- A. Capital and operating lease agreements, as well as direct rental agreements, between the Contractor and any Member are allowable under this Contract.
- B. Capital leases are those agreements which transfer title or ownership of the leased property at the end of the lease or contain a provision for a bargain purchase option.
- C. Operating leases are those agreements where agencies do not obtain title to or ownership of, only the temporary possession and use of, the leased property.
- D. Any Member entering into a lease agreement as allowed herein shall follow the policies outlined in the State of Arizona Accounting Manual.
- E. To ensure compliance with Article 9, Section 5 of the State of Arizona Constitution, installment purchase agreements, or those agreements where title to the property is transferred to the lessee at the inception of the agreement, shall be prohibited under this contract.

9) COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

- A. All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments. If the Contractor is found to be not in compliance with said Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the Contractor may be placed on suspension until such non-compliant issues are rectified.

BID FORMAT

- 1) **BID FORMAT:** To aid in an efficient evaluation, it is desired that all bids follow the same general format.

1GPA will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may cause a bid to be considered NON-RESPONSIVE or REJECTED.

Thumb drive copies submitted must be free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit thumb drives that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages and their bid may be rejected

- 2) **MINIMUM REQUIREMENTS CHECKLIST:** Provided is a checklist for bidders to ensure all requirements to be considered both RESPONSIBLE AND RESPONSIVE have been enclosed in the bid package.
- 3) **QUESTIONNAIRES:** Questionnaire forms have been provided to ensure all bidders provide pertinent information regarding responsibility and responsiveness. 1GPA will accept information provided on separate sheets, however, information shall be provided in the same order in which it is requested in the Bid Format:

BID FORMAT (MINIMUM REQUIREMENTS) CHECKLIST		
TAB 1	QUALIFICATIONS AND EXPERIENCE / RESPONSIBILITY CRITERIA	✓
	1. QUESTIONNAIRE 1: Qualifications and Experience / Responsibility Criteria (Page 36)	<input type="checkbox"/>
	2. FINANCIAL DISCLOSURE QUESTIONNAIRE (Page 38): Complete form and provide additional forms if needed.	<input type="checkbox"/>
TAB 2	PRODUCTS AND SERVICES OFFERED IN BID	✓
	1. QUESTIONNAIRE 2: PRODUCTS AND SERVICES OFFERED SUMMARY (Page 39)	<input type="checkbox"/>
	2. EXHIBIT A: PRODUCTS AND SERVICES OFFERED OVERVIEW: Complete EXHIBIT A Form electronically in Excel format. This form will be utilized during bid evaluations when determining the need for multiple awards for categories and subcategories. This will also assist members when selecting a firm from the awardee list for a specific project(s). (Also print and submit hardcopy)	<input type="checkbox"/>
	3. EXHIBIT B: LEASING AND FINANCING OPTIONS: Bidders shall complete the excel spreadsheet attached to this solicitation to submit bids for Leasing and Financing Options. (Also print and submit hardcopy)	<input type="checkbox"/>
	4. <u>Dealer Authorization Letters</u> : Bidders are required to submit Dealer Authorization Documentation for each manufacturer product line included in their offer. The letters shall state that the manufacturer will allow said Contractor to distribute their product line for an awarded contract. (If not applicable, please give explanation.)	<input type="checkbox"/>
TAB 3	COST	✓
	1. QUESTIONNAIRE 3: Cost (Page 40)	<input type="checkbox"/>
TAB 4	PAST PERFORMANCE	✓
	1. QUESTIONNAIRE 4: Past Performance. (Page 41)	<input type="checkbox"/>

BID FORMAT

BID FORMAT (MINIMUM REQUIREMENTS) CHECKLIST

	<p>2. REFERENCES FORM (Page 42): Complete form- list a minimum of 5 client references.</p> <p>3. PERFORMANCE EVALUATION SURVEYS (Page 43): A minimum of 3 “Performance Evaluation Surveys” (form provided in this solicitation) should be sent to clients to complete and return to you or send directly to 1GPA. In substitution of a “Performance Evaluation Survey”, Letters of References recently dated (within 1 year) may be provided. Either method is acceptable for compliance with Past Performance evaluation. All surveys collected by your firm should be submitted in this section with your sealed bid. If time does not permit your firm to include forms received in your sealed bid, your client may send forms directly to 1GPA via email by the due date and time for consideration in evaluations.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
TAB 5	VALUE ADDED SERVICES	✓
	1. QUESTIONNAIRE 5: Value Added Services (Page 44)	<input type="checkbox"/>
TAB 6	RESPONSIVENESS / COMPLIANCE	✓
	1. QUESTIONNAIRE 6: Responsiveness / Compliance (Page 45)	<input type="checkbox"/>
	OVERALL SUBMITTAL INSTRUCTIONS	✓
	<p>A. One (1) original hardcopy of all documents CLEARLY LABELED “ORIGINAL”. Original hardcopy will be stored in the procurement files and may not be viewed by the evaluation committee members at time of evaluations.</p> <p>B. Two (2) COPIES (hardcopy) in the same format as the Original. Copies will be utilized by key evaluation committee members and offeror’s should not “refer to original” in copies provided.</p> <p>C. Three (3) flash drives providing all bid documents in PDF Format, Excel (Cost Form and Exhibit A- Geographic/Regional Locations Form), and if specifically requested, Word Format. Electronic bid documents should be in the same format as the hardcopy with folders designated for each TAB specified in the Bid Format below.</p> <p>D. Respondents should utilize the envelope label provided or their own label with a clearly identified Sealed Bid as follows:</p> <p align="center">Paradise Valley USD / 1GPA Attention: Purchasing / Claudia Leon 15002 North 32nd Street Phoenix, AZ 85032 IFB 17-13PV, Electrical and Lighting Products and Services</p> <p>E. Bids shall be signed by an owner, partner or corporate official who has been authorized to make such commitments.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>



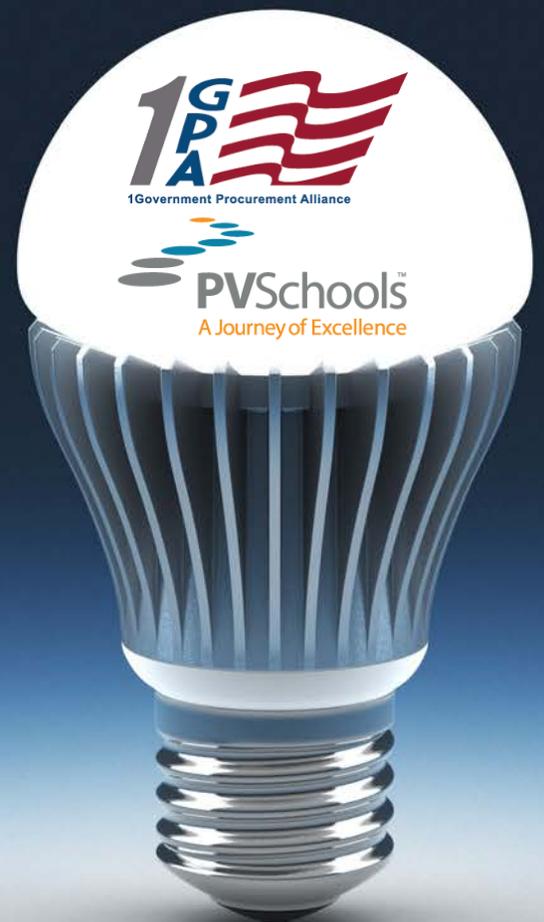
INVITATION TO BID

1GPA / PARADISE VALLEY UNIFIED SCHOOL DISTRICT

Electrical and Lighting Products and Services

IFB # 17-13PV

April 18, 2017 | 1:00pm



COPY



Urban Energy Solutions, Inc.
3312 East Broadway Road
Phoenix, AZ 85040
P: 480-282-9501
F: 602-357-7403
www.urbanenergyinc.com

April 18, 2017

Ms. Claudia Leon, Director of Purchasing
Paradise Valley Unified School District
15002 North 32nd Street
Phoenix, AZ 85032

Mr. Jennifer Muñoz, Director of Procurement
1GPA (1Government Procurement Alliance)
1910 West Washington Street
Phoenix, AZ 85009

Re: Electrical and Lighting Products and Services
IFB No. 17-13PV

Dear Ms. Leon, Ms. Muñoz and Selection Committee Members:

Urban Energy Solutions, Inc. (UES) is pleased to provide a comprehensive and responsive proposal to perform Electrical and Lighting Products and Services for Paradise Valley Unified School District and 1GPA. UES is well positioned to provide exceptional service and results as evidenced in our proposal.

Urban Energy Solutions, Inc. is uniquely qualified to perform this work for a variety of reasons including:

- **Superior Management and Qualified Electricians** - UES carefully selected our senior management team focused on safety, performance, and customer satisfaction. All senior managers share this vision and it reflects in the performance of our superintendents, project managers, and foremen. Our field team consists of nearly 100 electricians that have provided superior results on all engagements.

- **Internal Organization** - We are designed to truly "self-perform" the work, which minimizes outside impacts or delays common to other contractors who outsource all or part of the work. We have the ability to effectively assess, manage and mitigate the risk typically inherent to the scope and more specifically with the type of work covered by this proposal to ensure a timely, production, safe and quality deliverable.

- **Vendor Relationships** - UES has negotiated pricing and relationships with suppliers who are equally committed to our success. Pricing is important when engaging vendors but we put emphasis on support, product availability, field services and results oriented problem solving. These relationships have proven to be invaluable while completing projects on tight deadlines with results that exceed expectations.

- **Client Services** - A vision that customer satisfaction defines success is embraced throughout the organization. Accessibility and involvement of field and senior managers ensures that UES delivers on its commitments.

Our entire team is excited about the continuing our relationship with Paradise Valley Unified School District and 1GPA and key personnel identified in this proposal are available to answer any questions about our qualifications that you may have. We appreciate your consideration of our proposal. Please do not hesitate to contact me if you should require additional information or clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Rojas", written in a cursive style.

Justin Rojas, President
Urban Energy Solutions, Inc.

QUESTIONNAIRE (PAGE 36)

1. INTRODUCTION AND QUALIFICATIONS STATEMENT: Please provide an executive summary of your firm’s history, qualifications and experience in providing products and services as reference in the scope of work for this solicitation. It is the vendor’s responsibility to demonstrate competence and experience in the industry.

Urban Energy Solutions, Inc. (UES) was founded in 2005 as an HVAC controls and electrical contracting business. We are distinctly focused on providing customers with a wide variety of services which include; electrical construction, electrical service, solar, and energy management solutions. At UES, we value our ability to consistently deliver on our commitments with emphasis in ensuring we use the latest energy saving technologies. UES carefully selected our senior management team focused on safety, performance, and customer satisfaction. All senior managers share this vision and it reflects in the performance of our superintendents, project managers, and foremen. Our field team consists of nearly 100 electricians that have provided superior results on all engagements.

Lighting system technology has never been better. But with all the choices, the right solutions can be hard to find. UES knows how to optimize your lighting technology to improve sales, increase productivity and create a safer workplace, all while saving you money. From Fluorescents and LEDs to daylight harvesting and controls, when you partner with UES, we have the tools and expertise to improve your facility and save you money.

<p>20%</p> <p>of commercial and residential energy is used for lighting</p>	<p>35-40%</p> <p>potential energy savings using UES designed lighting controls</p>	<p>40-60%</p> <p>potential energy savings from daylight harvesting</p>
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2. KEY PERSONNEL: Provide information regarding the key personnel, their years of service in the industry, and an organizational chart for 1GPA to clearly understand the organizational structure and competence to service the contract.

Sales and Marketing	Industry Experience
Justin Rojas, President	Thirteen (13)
Ignacio Gastelum, Vice President	Nine (9)

Electrical Division	Industry Experience
Jason Brown, Director of Electrical Construction	Sixteen (16)
Adam Kline, Chief Estimator	Eleven (11)
Kirk Corbin, Estimator	Twenty-Seven (27)
Dustin Kaelberer, Project Manager	Ten (10)
Paul Guerber, Project Manager	Seventeen (17)
Derek Davis, Project Manager	Eight (8)
Jack Armstrong, General Superintendent	Twenty-Three (23)
Scott McMillan, Service Manager	Thirty-Nine (39)
Tony Scarpone, Warehouse Manager	Ten (10)

2. KEY PERSONNEL: (Continued)

Energy Management Division	Industry Experience
Chris Flores, Director of Energy Management	Twelve (12)
Loren Waxman, Pre-Construction Estimator	Twenty (20)
Greg Ricci, Service Manager	Twenty-Five (25)
James Tomlinson, Project Manager	Six (6)
Brandon Miller, Field Manager	Fifteen (15)
Phil Miller, Programmer	Ten (10)
Zane Mallet, Programmer	Twenty-Three (23)

Please refer to the end of this section for an organizational chart of our company.

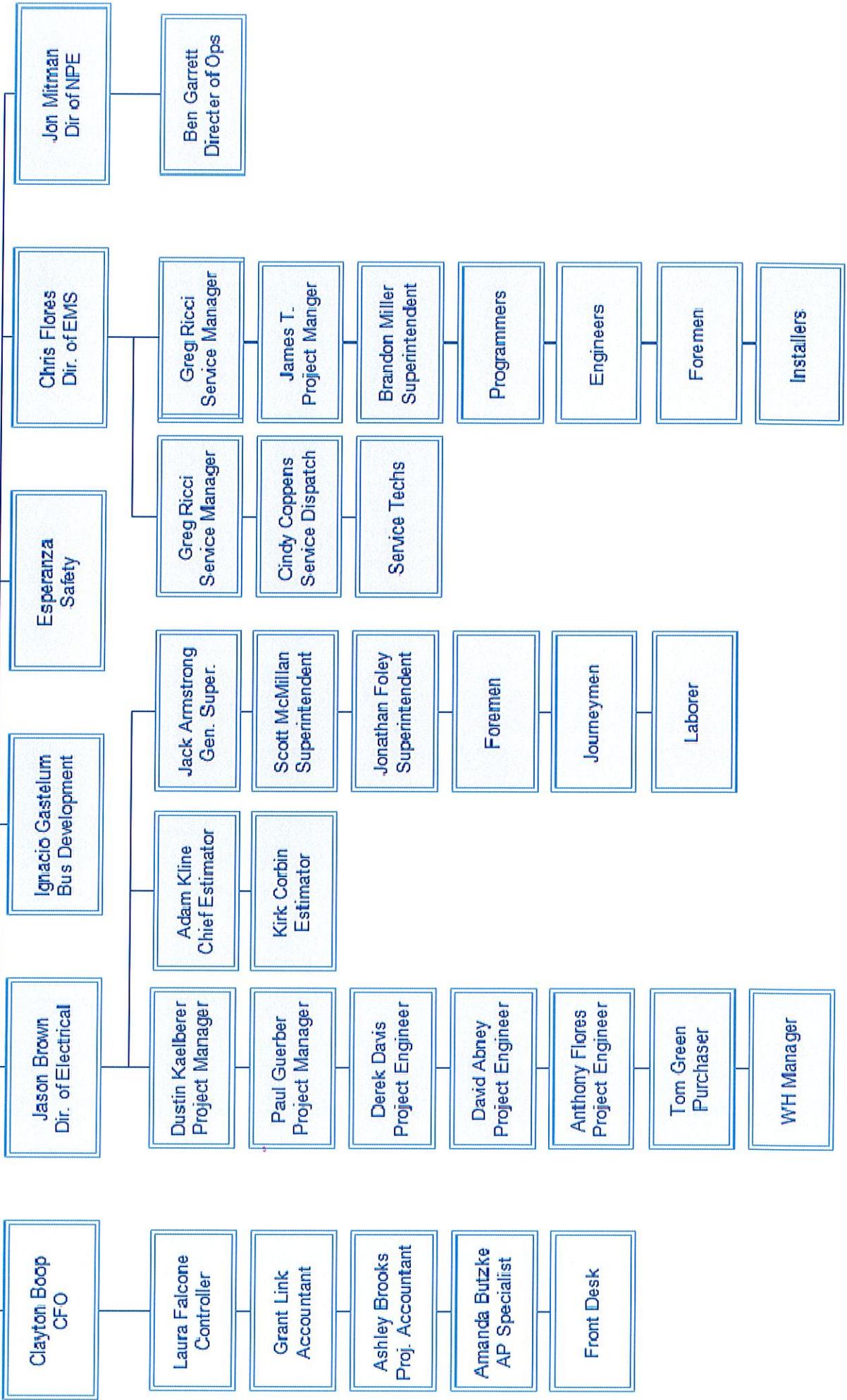
3. BONDING METHODOLOGY: Provide a detailed description of the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied, etc.) 1GPA will use this information for Members to verify that your firm is consistently charging bonds in a consistent manner under the awarded contract.

Please refer to the end of this section for a letter from our Surety. Bonds are applied AFTER sales tax is applied.

2. FINANCIAL DISCLOSURE QUESTIONNAIRE (Page 38): Complete form and provide additional forms if needed.

Please refer to the end of this section for our completed Financial Disclosure Questionnaire.

Justin Rojas
President



FINANCIAL DISCLOSURE QUESTIONNAIRE – TAB 1

Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of bid as unresponsive:

1. Have any licenses / certifications ever been denied, revoked or suspended or provisionally issued within the past five years? If yes, please provide explanation. **1GPA WILL VERIFY ALL LICENSES THROUGH AZ REGISTRAR OF CONTRACTORS (or the applicable state in which the bidder requests to conduct business in).**

No.

2. List all judgments, arbitration awards and settlements against your firm within the last three (3) years arising from a lawsuit or claim of any nature.

None.

3. Describe all unresolved claims, arbitration claims, lawsuits or bond claims brought by or against your firm. Include the name of all parties and a brief description of the nature of the dispute.

None.

4. Has your firm made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

No.

5. If the Bidder's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Bidder's firm and the parent firm. Specify what impact, if any, this relationship would have on the Bidder's firm's ability to meet the requirements for services described in this solicitation.

Not Applicable.

6. Has your company ever had a name change in the past? Yes No
If yes, provide all prior name(s) your company has used and year(s) of operation.

Urban Electric - 2005

7. Length of time your Company has been doing business in Arizona.

Twelve - 12 Years

9. Does your firm have at least 5 years' experience working with public sector agencies (schools, cities, municipalities, etc.)?

Yes.

Note: 1GPA reserves the right to request a copy of audited financial statements for the immediate past two fiscal years.

Urban Energy Solutions, Inc. understands that 1GPA reserves the right to request copies of audited financial statements for the immediate past two fiscal years.

1. QUESTIONNAIRE 2 (Page 39)

Please refer to the end of this section for our completed Products and Services Summary.

2. EXHIBIT A: PRODUCTS AND SERVICES OFFERED OVERVIEW: Complete EXHIBIT A Form electronically in Excel format titled "IFB 17-13PV EXHIBIT A". This form will be utilized during bid evaluations when determining the need for multiple awards for categories and subcategories. This will also assist members when selecting a firm from the awardee list for a specific project(s).

Please refer to the end of this section for our completed EXHIBIT A.

3. EXHIBIT B: LEASING AND FINANCING OPTIONS: Bidders shall complete the excel spreadsheet attached to this solicitation to submit bids for Leasing and Financing Options. (Also print and submit hard copy)

Please refer to the end of this section for our completed EXHIBIT B.

4. Dealer Authorization Letters: Bidders are required to submit Dealer Authorization Documentation for each manufacturer product line included in their offer. The letters shall state that the manufacturer will allow said Contractor to distribute their product line for an awarded contract. (If not applicable, please give explanation.)

Please refer to the end of this section for our Dealer Authorization Letter.

QUESTIONNAIRE 2: PRODUCTS AND SERVICES OFFERED SUMMARY – TAB 2

PRODUCTS AND SERVICES OFFERED: *Additional sheets may be utilized.*

1. Provide a detailed explanation as to how your goods and/or services will meet the needs of the contract as outlined in the scope of work for this IFB. Describe any exclusions and/or limitations of services that your firm is unable to submit a bid for.

Urban Energy Solutions, Inc. offers a wide range of services which include; electrical construction, lighting, energy management and solar. UES has taken great measures to develop vendor partnerships. We have sought out partnerships that do more than just provide us materials at the lowest cost, we look for opportunities to create value. Value converts into project success. Those discussions can only truly happen with trust, commitment, and partnerships. UES has a team of over 100+ certified trained technicians that can address service calls ranging from changing an outlet to wiring up a high rise. Our team of qualified technicians go the extra mile to solve complex problems and have fully stocked service vehicles to make sure we can get the job done efficiently, saving you time and money. We take no exclusions or limitations of services.

2. Provide information regarding warranty and maintenance services offered by your firm, as applicable. If your firm does not provide warranty and maintenance services, provide information on how members would obtain warranty and maintenance services

Urban Energy Solutions, Inc. warranties all work performed for two (2) years for parts and service. Manufacturer specific product warranties will be handled by UES. If these warranties exceed two years, warranted products will be supplied only to the client. No services will be provided.

3. Provide the name and address of the facility that will provide warranty and maintenance service under the awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Urban Energy Solutions, Inc.
3312 East Broadway Road
Phoenix, AZ 85040

4. Provide a contact person and phone number for warranty and maintenance service.

Contact(s)
Jason Brown- 602-904-1289
Ignacio Gastelum- 602-463-3811
Justin Rojas- 480-815-4649

EXHIBIT A: PRODUCTS AND SERVICES OFFERED OVERVIEW
IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: Urban Energy Solutions, Inc.

Instructions: Complete the fields below as applicable to your firm in regards to products and services offered in your bid. This form will be utilized during bid evaluations to determine the need for multiple awards for categories and subcategories. This form will also assist members when selecting a firm from the awardee list for a specific project.

HIGH VOLTAGE ELECTRICAL SERVICES

Line	Description of Service(s)	Does your firm Offer This Service(s)? Y/N?		Limitations / Exclusions / Comments (Optional)
1	GROUP 1 SERVICES: Transformers, Addition and/or removal of oil, Perform double test, Turn To Ratio test (TTR), Oil analysis/testing, Hypot testing, Mega-ohm testing, On-site gasket fabrication, Relay and Circuit Breaker testing, Switchgear repair/replacement/testing, Substations, maintenance and repair	Yes		
2	GROUP 2 SERVICES: Underground and overhead cables repair and maintenance, Pole testing, Hardware and ground wire tightening, Pole and hardware change-out, Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors), Down guy/anchor repair and replacement, switching and grounding, Utility notification and coordination as necessary, Manhole entry, cleaning, repair, and manhole (underground) cable work, Distribution panels, repair, inspection, cleaning, and testing.	Yes		

LOW VOLTAGE ELECTRICAL SERVICES

Line	Description of Service(s)	Does your firm Offer This Service(s)? Y/N?		Limitations / Exclusions / Comments (Optional)
3	LOW VOLTAGE SERVICES: Air switches, Wire/cable replacement, transformers, switchgear and switchboard assemblies, distribution panels, circuit breakers, grounding systems, panel boards, disconnects, motor control centers, relay cabinets,	Yes		
4	Battery Storage Systems	Yes		
5	Daylight Harvesting	Yes		
6	Emergency and Exit Lighting	Yes		
7	Energy Efficient Lighting Installations and Services	Yes		
8	LED Solutions	Yes		

EXHIBIT A: PRODUCTS AND SERVICES OFFERED OVERVIEW
IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: Urban Energy Solutions, Inc.

Instructions: Complete the fields below as applicable to your firm in regards to products and services offered in your bid. This form will be utilized during bid evaluations to determine the need for multiple awards for categories and subcategories. This form will also assist members when selecting a firm from the awardee list for a specific project.

9	Lighting & Lighting Control Systems	Yes		
10	Lighting Retrofits / Repairs of Existing Fixtures, Lamps and Ballasts	Yes		
11	Solar Installation and Maintenance	Yes		
12	Sports and Controls Systems	Yes		
13	Variable Speed Drives (VFD)	Yes		

PRODUCT DISTRIBUTION

Line	Description of Product(s)	Does your firm Offer This Product(s)? Y/N?	Limitations / Exclusions / Comments (Optional)
14	[285-02] Analyzer, electric power demand	Yes	
15	[285-03] Arresters, lightning	Yes	
16	[285-01] Automated meter reading systems (amr)	Yes	
17	[285-04] Back-up systems, battery operated, emergency	Yes	
18	[285-06] Ballasts, all kinds	Yes	
19	[285-05] Beacon light systems complete for buildings, roadside, etc.	Yes	
20	[285-07] Bulb and fixture, changer and remover	Yes	
21	[285-09] Cabinets, electrical service entrance	Yes	
22	[285-10] Cable accessories: clamps, clasps, clips, closures, reels, splices, wrappings, etc.	Yes	
23	[285-11] Capacitors, motor starting and running	Yes	
24	[285-14] Circuit breakers, load centers, boxes, and panel boards	Yes	
25	[285-15] Coatings, protective, electrical	Yes	
26	[285-16] Commutators, resurfacers, stone	Yes	
27	[285-13] Compound, explosion proof sealing	Yes	
28	[285-24] Conduit and fittings, brass, bronze, and copper	Yes	
29	[285-17] Conduit and fittings, emt (electrical metallic, tubing)	Yes	
30	[285-21] Conduit and fittings, flexible metal conduit	Yes	
31	[285-18] Conduit and fittings, imc (intermediate metallic conduit)	Yes	
32	[285-20] Conduit and fittings, liquidtight	Yes	

EXHIBIT A: PRODUCTS AND SERVICES OFFERED OVERVIEW

IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: Urban Energy Solutions, Inc.

Instructions: Complete the fields below as applicable to your firm in regards to products and services offered in your bid. This form will be utilized during bid evaluations to determine the need for multiple awards for categories and subcategories. This form will also assist members when selecting a firm from the awardee list for a specific project.

33	[285-22] Conduit and fittings, not otherwise classified	Yes		
34	[285-19] Conduit and fittings, rigid	Yes		
35	[285-23] Conduit fittings, steel: boxes, bushings, clamps, connectors, covers, locknuts, straps, etc.	Yes		
36	[285-26] Conduit, steel	Yes		
37	[285-27] Control devices, lighting, including photocells, multiple relays, lighting contactors	Yes		
38	[285-29] Dimmers, light	Yes		
39	[285-32] Fluorescent and hid lamp energy saving devices	Yes		
40	[285-31] Fluorescent tube crushers and disposers	Yes		
41	[285-33] Fog light systems, not automotive	Yes		
42	[285-34] Fuses, fuse blocks and holders, links, etc.	Yes		
43	[285-37] Generators, portable, engine driven, including fog and mist types	Yes		
44	[285-39] Generators, stationary type, not automotive	Yes		
45	[285-46] Lamps, construction equipment, portable, shop and work site and miniature	Yes		
46	[285-48] Lamps, desk, floor, table, decorative, household	Yes		
47	[285-50] Lamps, fluorescent, incandescent, mercury vapor, quartz, sodium vapor. led and compact (cfl)	Yes		
48	[285-49] Lamps, miscellaneous (not otherwise classified)	Yes		
49	[285-53] Lens and reflectors, replacement, including holders	Yes		
50	[285-55] Lighting, area, pole or standard mounted, parking lots, etc.	Yes		
51	[285-54] Lighting fixtures, indoor: all kinds and parts, including lamp holders and recycled types	Yes		
52	[285-56] Lighting fixtures, outdoor: floodlights, spotlights, yard lights, and all other weatherproof fixtures, except streetlights, including recycled types	Yes		
53	[285-57] Lighting, solar powered	Yes		

EXHIBIT A: PRODUCTS AND SERVICES OFFERED OVERVIEW
IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: Urban Energy Solutions, Inc.

Instructions: Complete the fields below as applicable to your firm in regards to products and services offered in your bid. This form will be utilized during bid evaluations to determine the need for multiple awards for categories and subcategories. This form will also assist members when selecting a firm from the awardee list for a specific project.

54	[285-58] Lighting units, emergency, battery operated; and batteries	Yes		
55	[285-59] Light meters and reflectometers, office illumination measurement, reflectivity, etc., not photographic or lab	Yes		
56	[285-60] Locators, cable	Yes		
57	[285-66] Monitors and related equipment, power line	Yes		
58	[285-64] Motor controllers, contactors, push button stations, relays, safety switches, starters, coils and brushes	Yes		
59	[285-74] Pole line hardware: anchors, arms, bolts, braces, brackets, clevises, connections, cutouts, insulators, plates, pole steps, racks, rods, shackles, straps, thimbles, washers, etc.	Yes		
60	[285-67] Power systems switchgears and related accessories	Yes		
61	[285-73] Relays , non-electronic	Yes		
62	[285-75] Repair kits (for contactors)	Yes		
63	[285-72] Resistors, non-electronic	Yes		
64	[285-77] Square duct and fittings	Yes		
65	[285-76] Street and highway lighting luminaires, accessories and parts	Yes		
66	[285-80] Street light poles and standards	Yes		
67	[285-78] Structural supports and racks, mechanical type: angles, braces, brackets, channels, clips, fittings, spring-nuts, etc.	Yes		
68	[285-79] Switches, parts and accessories, miscellaneous	Yes		
69	[285-81] Tools and accessories, electricians' and lineman's, including cable fault locators, cable pullers, press boosters and heads, hotsticks, testing equip. wire crimping tools, etc.,	Yes		
70	[285-83] Towers, light	Yes		
71	[285-86] Transformers, power distribution, including fluid filled, pad and pole mount	Yes		
72	[285-89] Unilets	Yes		
73	[285-91] Valves, electro pneumatic	Yes		

EXHIBIT A: PRODUCTS AND SERVICES OFFERED OVERVIEW
IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: **Urban Energy Solutions, Inc.**

Instructions: Complete the fields below as applicable to your firm in regards to products and services offered in your bid. This form will be utilized during bid evaluations to determine the need for multiple awards for categories and subcategories. This form will also assist members when selecting a firm from the awardee list for a specific project.

74	[285-90] Voltage line thermostats, inverters, converters, spike and surge controllers	Yes		
75	[285-94] Voltage regulators	Yes		
76	[285-92] Wire and cable markers and marker ties	Yes		
77	[285-93] Wire molding, raceways, accessories, and fittings	Yes		
78	[285-95] Wiring devices: adapters, caps, connectors, extension cords, fluorescent and hp starters, outlets, plates and covers, plugs, receptacles, safety cord lock, switches, terminals, etc. (incl. recycled electrical products, supplies)	Yes		

FINANCING / LEASING OPTIONS

Line	Description	Does your firm Offer This? Y/N?	Limitations / Exclusions / Comments (Optional)
79	Rental / Leasing of Equipment is offered in the bid?	Yes	

EXHIBIT B: LEASING AND FINANCING OPTIONS
IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: **Urban Energy Solutions, Inc.**

• INSTRUCTIONS TO SUBMIT BIDS ON LEASING / FINANCING SERVICES:

- 1) Third Party Finance Company: If your lease offering is through a third party finance company and provide the company name, address, phone number and contact name.
- 2) Capital Lease Terms: Please complete one of the options for your capital lease offering.
- 3) Fair Market Value: If your capital lease offering carries a fair market value purchase option, state Y / N.
- 4) Fixed Cost at: If your capital lease offering carries a fixed cost purchase option, please enter the percentage here.
- 5) \$ - 0 Buyout: If your capital lease offering carries a zero dollar buyout (abandonment) please check this box.
- 6) Minimum \$ Opportunity: Please enter the minimum dollar opportunity to qualify for this lease rate. (eg. \$50,000, \$100,000, \$500,000, etc.)
- 7) Lease Factor: Please enter the lease factor or payment factor for the minimum dollar opportunity in the space provided below:

1) THIRD PARTY FINANCE COMPANY

1	Third Party Finance Company:	Company Name:	Multiple Options
		Address:	
		Phone Number:	
		Contact Name:	

2) CAPITAL LEASE TERMS

	3. Fair Market Value: Y/N	4. Fixed Cost at (x) %	5. \$ - 0 Buyout: Y/N
2	Capital Lease Terms:	Yes 7.50%	N

6, 7) CAPITAL LEASE RATES:

A.	Capital Lease:	Minimum \$ Opportunity:	Lease Factor:
	36 Month	\$ 100,000.00	\$3,111.00
	48 Month	\$ 100,000.00	\$2,418.00
	60 Month	\$ 100,000.00	\$2,004.00

B.	Capital Lease:	Minimum \$ Opportunity:	Lease Factor:
	36 Month	\$ 500,000.00	\$15,553.00
	48 Month	\$ 500,000.00	\$12,089.00
	60 Month	\$ 500,000.00	\$10,019.00

C.	Capital Lease:	Minimum \$ Opportunity:	Lease Factor:
	36 Month	\$ 1,000,000.00	\$31,106.00
	48 Month	\$ 1,000,000.00	\$24,179.00
	60 Month	\$ 1,000,000.00	\$20,038.00

D.	Capital Lease:	Minimum \$ Opportunity:	Lease Factor:
	36 Month	\$ 5,000,000.00	\$155,531.00
	48 Month	\$ 5,000,000.00	\$120,895.00
	60 Month	\$ 5,000,000.00	\$100,190.00

EXHIBIT B: LEASING AND FINANCING OPTIONS
IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: **Urban Energy Solutions, Inc.**

E.	Capital Lease:	Minimum \$ Opportunity:	Lease Factor:
	36 Month	\$ -	
	48 Month	\$ -	
	60 Month	\$ -	

F.	Capital Lease:	Minimum \$ Opportunity:	Lease Factor:
	36 Month	\$ -	
	48 Month	\$ -	
	60 Month	\$ -	

6, 7) OPERATING LEASE RATES:

A.	Operating Lease:	Minimum \$ Opportunity:	Lease Factor:
	12 Month	\$ 100,000.00	\$8,664.00
	24 Month	\$ 100,000.00	\$4,489.00
	36 Month	\$ 100,000.00	\$3,099.00
	48 Month	\$ 100,000.00	\$2,406.00
	60 Month	\$ 100,000.00	\$1,992.00

B.	Operating Lease:	Minimum \$ Opportunity:	Lease Factor:
	12 Month	\$ 500,000.00	\$43,321.00
	24 Month	\$ 500,000.00	\$22,443.00
	36 Month	\$ 500,000.00	\$15,496.00
	48 Month	\$ 500,000.00	\$12,031.00
	60 Month	\$ 500,000.00	\$9,960.00

C.	Operating Lease:	Minimum \$ Opportunity:	Lease Factor:
	12 Month	\$ 1,000,000.00	\$86,642.00
	24 Month	\$ 1,000,000.00	\$44,886.00
	36 Month	\$ 1,000,000.00	\$30,992.00
	48 Month	\$ 1,000,000.00	\$24,062.00
	60 Month	\$ 1,000,000.00	\$19,919.00

EXHIBIT B: LEASING AND FINANCING OPTIONS
IFB 17-13 PV ELECTRICAL & LIGHTING PRODUCTS AND SERVICES

Company Name: Urban Energy Solutions, Inc.

D.	Operating Lease:	Minimum \$ Opportunity:	Lease Factor:
	12 Month	\$ 5,000,000.00	\$433,210.00
	24 Month	\$ 5,000,000.00	\$224,430.00
	36 Month	\$ 5,000,000.00	\$154,958.00
	48 Month	\$ 5,000,000.00	\$120,312.00
	60 Month	\$ 5,000,000.00	\$99,597.00

E.	Operating Lease:	Minimum \$ Opportunity:	Lease Factor:
	12 Month	\$ -	
	24 Month	\$ -	
	36 Month	\$ -	
	48 Month	\$ -	
	60 Month	\$ -	

F.	Operating Lease:	Minimum \$ Opportunity:	Lease Factor:
	12 Month	\$ -	
	24 Month	\$ -	
	36 Month	\$ -	
	48 Month	\$ -	
	60 Month	\$ -	



3254 E. Broadway Road
Phoenix, AZ 85040

[Tel: 602-453-5955](tel:602-453-5955)

Fax: 602-431-6688

Date: March 01, 2017

To: Whom so ever it may concern

We wish to inform that Urban Energy Solutions 3312 E Broadway Rd, Phoenix, AZ 85040 is the official authorized dealer of Crescent Electric's complete range of products. We request you to make use of their services for Crescent Electric.

Best regards

Marc Geerdes
Account Manager
Crescent Electric Supply
3254 E. Broadway Road
Phoenix, AZ 85040

1. QUESTIONNAIRE 3 (Page 40)

Please refer to the end of this section for our completed Cost Forms.

QUESTIONNAIRE 3: COST – TAB 3

COST: Instructions to provide cost information is provided below. Please utilize this checklist to ensure all cost information has been provided:

INSTRUCTIONS:	✓
<ul style="list-style-type: none"> • Complete all applicable pricing as it pertains to your firm's offerings on the attached EXCEL Spreadsheet labeled "IFB 17-13PV COST FORM". Cost Forms are comprised of 5 Tabs: 	
<ul style="list-style-type: none"> <ul style="list-style-type: none"> a. Regional Pricing (Yellow): Bidders should check all regions in Arizona and/or nationally that are included in the bid. If an additional cost or discount are offered for a region, space is designated for bidder to state percentage of increase or decrease in cost. 	<input type="checkbox"/>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> b. Manufacturers & Percent Discounts (Blue): A list of Manufacturers has been provided. Bidders should state the MINIMUM Discount offered under proposed contract. A range is allowed, if applicable, however, the MINIMUM Discount will be evaluated and scored. 	<input type="checkbox"/>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> c. MARKET BASKET- per UOM (Green): In order to conduct fair evaluations for cost, please provide product pricing per unit of measure for all (or as many) products listed. For all products, the fixed price shall represent the cost of product only NOT INCLUDING INSTALLATION. 	<input type="checkbox"/>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> d. Installation and Service Rates (Orange): The bidder shall provide labor rates/pricing for the various operations requested under this IFB. 	<input type="checkbox"/>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> e. Additional Products and/or Services (Grey): Bidders may add any additional products they wish to make available under an awarded contract. Any additional products offered above and beyond those listed in the Market Basket shall fall within the general scope of this solicitation in order to be considered. Items listed in this section shall serve the purpose for verifying contract compliance for using members. Additional forms may be submitted to list pricing for full product lines as well. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • All pricing must be filled out electronically and saved in EXCEL format. DO NOT complete by handwriting in ink. EXCEL format should be unlocked for the purposes of evaluating costs submitted. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • When COST FORM is completed, print out all forms and include a hardcopy in this section of your bid and save as a PDF for your PDF submission also- this will ensure the integrity of pricing submitted and avoid potential rejection of bids in the event an excel spreadsheet does not function properly when opened electronically (a common occurrence). 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Remember to SAVE each worksheet as you go to ensure your worksheet is complete prior to saving to the thumb drive. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Submit any additional price lists or explanation of cost as applicable to your firm as needed for products/services not addressed in the Cost Form. It is the Offeror's responsibility to be thorough in explaining how costs are applied for products and services. 	<input type="checkbox"/>

REGIONAL PRICING

IFB 17-13PV Electrical & Lighting Products and Services

Company Name: Urban Energy Solutions, Inc.

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

ARIZONA REGIONS

#	Description of Arizona Regions	Does your Firm service this Region?	Additional Cost % for Region (If applicable)	Limitations / Exclusions / Comments:
1	East Region- Gila, Navajo & Apache	Yes	0	
2	East Region- Greenlee, Graham	Yes	0	
3	Greater Phoenix Region- Maricopa	Yes	0	
4	North Region- Yavapai & Coconino	Yes	0	
5	North West Region- Mohave	Yes	0	
6	South Region- Pinal, Pima, Cochise & Santa Cruz	Yes	0	
7	West Region- Yuma & La Paz	Yes	0	

NATIONAL REGIONS- BY STATE

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

REGIONAL PRICING

IFB 17-13PV Electrical & Lighting Products and Services

Company Name: Urban Energy Solutions, Inc.

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

20	Massachusetts	No		
21	Michigan	No		
22	Minnesota	No		
23	Mississippi	No		
24	Missouri	No		
25	Montana	No		
26	Nebraska	No		
27	Nevada	No		
28	New Hampshire	No		
29	New Jersey	No		
30	New Mexico	No		
31	New York	No		
32	North Carolina	No		
33	North Dakota	No		
34	Ohio	No		
35	Oklahoma	No		
36	Oregon	No		
37	Pennsylvania	No		
38	Rhode Island	No		
39	South Carolina	No		
40	South Dakota	No		
41	Tennessee	No		
42	Texas	No		
43	Utah	No		
44	Vermont	No		
45	Virginia	No		
46	Washington	No		
47	West Virginia	No		
48	Wisconsin	No		
49	Wyoming	No		
50				

MANUFACTURERS & PERCENT DISCOUNTS

IFB 17-13PV Electrical & Lighting Products and Services

Company Name: Urban Energy Solutions, Inc.

Instructions: Firms are to complete this form by indicating the **MINIMUM PERCENTAGE** of discount to be offered under the contract to 1GPA members. This discount may increase depending on actual orders placed, however, the discount can not decrease after contract award. Minimum % Discount Offered will be a significant weight in determining the lowest responsible, responsive bid. If your firm does not supply the products listed below, please **LEAVE BLANK**. If your firm does supply the product but prefers to utilize a "FIXED PRICE" with zero percent discount, please state "FIXED". Offerors must include a discount, fixed prices, or a combination of both to be considered responsive. In order to evaluate this section, an average % discount will be utilized. Bidders should take this into consideration that multiple "zero" percentage discounts may significantly reduce the average discount calculated.

SECTION A: Indicate the Minimum Percentage Discount off of specific Manufacturers (listed below):

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SECTION A. MINIMUM DISCOUNT OFF MANUFACTURER'S PRICE LIST

Line	Manufacturer	Subcategories	Minimum Discount %
1	3M COMPANY	MISC ELECTRICAL MATERIAL	10%
2	ACI	SENSORS	15%
3	AMERICAN POLYWATER	MISC ELECTRICAL MATERIAL	
4	BLACKBURN	MISC ELECTRICAL MATERIAL	
5	CHRISTY CONCRETE	BOXES	10%
6	COLUMBIA	LIGHT FIXTURES	
7	COOPER	LIGHT FIXTURES	
8	COOPER BUSSMANN	ELECTRICAL GEAR; DISCONNECTS, BREAKERS, XFMRS, PANELS, FUSES	25%
9	CREE	LIGHT FIXTURES	
10	CUTLER-HAMMER DISTRIBUTION AND CONTROLS	ELECTRICAL GEAR; DISCONNECTS, BREAKERS, XFMRS, PANELS, FUSES	
11	DOTTIE, L.H., COMPANY	MISC ELECTRICAL MATERIAL	20%
12	DWYER	SENSORS	
13	HOFFMAN ENCLOSURES	BOXES	15%
14	HONEYWELL	ELECTRONIC FIELD DEVICES	20%
15	HONEYWELL	COMMERCIAL / INDUSTRIAL	20%
16	HONEYWELL	THERMOSTATS	20%
17	HONEYWELL	FORCED AIR ZONING	20%
18	HONEYWELL	RESIDENTIAL WATER	20%
19	HONEYWELL	E-MON	20%
20	HONEYWELL	INDOOR AIR QUALITY	20%
21	HONEYWELL	COMMERCIAL ACTUATORS	20%
22	HONEYWELL	COMMERCIAL AND CONFIGURED VALVES	20%
23	HONEYWELL	RESIDENTIAL	20%
24	HONEYWELL	LINE VOLT	20%
25	IDEAL INDUSTRIES, INC.	MISC ELECTRICAL MATERIAL	
26	JOHNSON	LNET	15%
27	JOHNSON	ABFX	15%
28	JOHNSON	BNET	15%
29	JOHNSON	MACT	15%

MANUFACTURERS & PERCENT DISCOUNTS

IFB 17-13PV Electrical & Lighting Products and Services

Company Name: Urban Energy Solutions, Inc.

Instructions: Firms are to complete this form by indicating the **MINIMUM PERCENTAGE** of discount to be offered under the contract to 1GPA members. This discount may increase depending on actual orders placed, however, the discount can not decrease after contract award. **Minimum % Discount Offered** will be a significant weight in determining the lowest responsible, responsive bid. If your firm does not supply the products listed below, please **LEAVE BLANK**. If your firm does supply the product but prefers to utilize a "FIXED PRICE" with zero percent discount, please state "FIXED". Offerors must include a discount, fixed prices, or a combination of both to be considered responsive. In order to evaluate this section, an average % discount will be utilized. Bidders should take this into consideration that multiple "zero" percentage discounts may significantly reduce the average discount calculated.

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SECTION A. MINIMUM DISCOUNT OFF MANUFACTURER'S PRICE LIST

Line	Manufacturer	Subcategories	Minimum Discount %
30	JOHNSON	PNEU	15%
31	JOHNSON	HVAC	15%
32	JOHNSON	REF	15%
33	JOHNSON	PVEN	15%
34	JOHNSON	DMPR	15%
35	JOHNSON	KELE	15%
36	KELLEMS	ELECTRICAL DEVICES; WIRING DEVICES, LIGHTING CONTROLS	30%
37	KMC	THERMOSTATS	35%
38	KMC	CONTROLLERS	35%
39	KMC	SENSORS	35%
40	KMC	DAMPERS AND ACTUATORS	35%
41	KMC	VALVES	35%
42	LIGHTING EFFICIENT DESIGN	LIGHT FIXTURES	
43	LITH-CTR	LIGHT FIXTURES	
44	LITH-DWN	LIGHT FIXTURES	
45	LITH-EMR	LIGHT FIXTURES	
46	LITH-FLO	LIGHT FIXTURES	
47	LITH-HTK	LIGHT FIXTURES	
48	LUNERA	LAMPS	
49	LUTRON	ELECTRICAL DEVICES; WIRING DEVICES, LIGHTING CONTROLS	
50	MAXLITE	LIGHT FIXTURES	
51	MAXLITE	LAMPS	
52	NSI INDUSTRIES, INC.	MISC ELECTRICAL MATERIAL	
53	P2	LIGHT FIXTURES	
54	PHILIPS	LIGHT FIXTURES	
55	PHILIPS	BALLASTS & DRIVERS; FLOURESCENT, LED TUBE DRIVERS	
56	PHILIPS	LAMPS	
57	RAB	LIGHT FIXTURES	
58	RAB	LIGHT FIXTURES	
59	RECTORSEAL CORPORATION, THE	MISC ELECTRICAL MATERIAL	

MANUFACTURERS & PERCENT DISCOUNTS
IFB 17-13PV Electrical & Lighting Products and Services

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SECTION A. MINIMUM DISCOUNT OFF MANUFACTURER'S PRICE LIST			
Line	Manufacturer	Subcategories	Minimum Discount %
60	RED DOT	BOXES	25%
61	RELIABLE	CONTROLLERS	35%
62	RELIABLE	SENSORS	35%
63	RELIABLE	TRANSMITTERS	35%
64	RELIABLE	ENCLOSURES	35%
65	RELIABLE	TRANSFORMERS	35%
66	SENVA	SENSORS	35%
67	SIEMENS	ELECTRICAL GEAR; DISCONNECTS, BREAKERS, XFMRS, PANELS, FUSES	
68	SIMKAR	LIGHT FIXTURES	
69	STEEL CITY / THOMAS & BETTS	BOXES	30%
70	THOMAS & BETTS CORP.	MISC ELECTRICAL MATERIAL	30%
71	WATTSTOPPER	ELECTRICAL DEVICES; WIRING DEVICES, LIGHTING CONTROLS	30%

THIS WILL BE YOUR AVERAGE PERCENT DISCOUNT FOR SECTION A -----> 23%

SECTION B: FOR ALL OTHER MANUFACTURERS OFFERED NOT LISTED ABOVE, Indicate the Minimum Percentage Discount off proposed (list below):

Instructions: For all other manufacturers that your firm would like to include in your offer that are not listed above, please complete, at minimum, the manufacturer's name and Minimum % Discount Off proposed. Additional forms may be utilized if preferred. Additional products will also be evaluated based on an Average Percent Discount for all items listed below.

SECTION B. ADDITIONAL PRODUCTS NOT LISTED ABOVE:

Line	Manufacturer	Type Of Products	Minimum Discount %
1			
2			
3			
4			
5			
6			
7			

MANUFACTURERS & PERCENT DISCOUNTS

IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

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SECTION A. MINIMUM DISCOUNT OFF MANUFACTURER'S PRICE LIST

Line	Manufacturer	Subcategories	Minimum Discount %
8			
9			
10			

THIS WILL BE YOUR AVERAGE PERCENT DISCOUNT FOR SECTION B ----->

None.

MARKET BASKET- Per UOM
IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

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LIGHT FIXTURES

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
1	PHILIPS EVOKITS-REFURBISHMENTS	781087134061	EVOKIT 2X4 P 42L 42W 840 5 MK10 7 G2	1		\$ 188.50
2	PHILIPS EVOKITS-REFURBISHMENTS	781087135877	EVOKIT 2X4 P 52L 50W 835 2 STEP 5 G2	1		\$ 188.50
3	PHILIPS EVOKITS-REFURBISHMENTS	781087135884	EVOKIT 2X4 P 52L 50W 840 2 STEP 5 G2	1		\$ 188.50
4	PHILIPS EVOKITS-REFURBISHMENTS	781087134122	EVOKIT 2X4 P 52L 51W 835 2 0-10 5 G2	1		\$ 186.88
5	PHILIPS EVOKITS-REFURBISHMENTS	781087134283	EVOKIT 2X4 P 52L 51W 840 2 0-10 5 G2	1		\$ 186.88
6	MAXLITE	RKT2014U4550DV	RETRO KIT TROFFER 2X2 UNIV 120-277V 45W 5000K DIMMING	1		\$ 96.15
7	MAXLITE	RR41540W	73568 15W LED 4" COMMERCIAL DOWNLIGHT RETROFIT 4000K	1		\$ 102.56
8	COLUMBIA	LJT22-40-HLG-FSA12	2X2, LED, 120-277V, SINGLE DRIVER, HIGH LUMEN	1		\$ 115.50
9	CREE	ZR24-40L-40K-10V	ZR24, 4000lm, 4000K, 0-10V Dimming	1		\$ 122.32
10	CREE	ZR24-40L-35K-CMA	ZR24, 4000lm, 3500K, SmartCast Technology	1		\$ 149.15
11	CREE	CR6-800L-40K-12-E26	6" LED Downlight, 4000K, 800L, 120V, E26 Base, True White	1		\$ 33.75
12	RAB	FFLED26	26-WATT LED FLOOD LIGHT	1		\$ 157.32
13	SIMKAR	CLED4050U1	LED CANOPY LIGHT	1		\$ 132.00
14	RAB	ALED52	52-WATT LED POLE LIGHT	1		\$ 308.00
15	LIGHTING EFFICIENT DESIGN	LED-8029M30	LED-8029M 24W BOLLARD / POST TOP / SITE LIGHTING 3000K	1		\$ 80.77
16	PREPA	TKU2X23LWATMN8NB	2X2 3L RETRO U LAMP CONVERSION KI	1		\$ 11.50
17	COLUMBIA	FSSFAEDU	C588 WITH WHIP	1		\$ 319.70
18	MAXLITE	RR63040W	30W LT FX	1		\$ 90.85
19	MAXLITE	RR83040W	30W LT FX	1		\$ 98.32
20	PHILLIPS	506451	EVOKIT 2X4 P 42L 37W 840 2 SR 7 G	1		\$ 100.62
21	PHILLIPS	507400	EVOKIT 2X2 P 32L 29W 840 2 SR 7 G	1		\$ 80.77
22	RAB	ALED3T105	105W LT FX	1		\$ 503.70
23	RAB	ALED3T150	150W LT FX	1		\$ 503.70
24	RAB	ALED3T50	50W LT FX	1		\$ 412.85
25	RAB	FFLED52	52W FLD-LT	1		\$ 277.15
26	RAB	FFLED80	80W LT FX	1		\$ 240.35

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 IFB 17-13PV Electrical & Lighting Products and Services

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27	RAB	FLED26		1		\$	222.00
28	RAB	FXLED105T	105W LT FX	1		\$	453.10
29	RAB	RAIL150W		1		\$	301.00
30	RAB	RAIL185W		1		\$	337.00
31	RAB	RAIL95W		1		\$	254.15
32	RAB	SLIM18	18W LED WALL PACK	1		\$	120.00
33	RAB	SLIM26	26W LED WALL PACK	1		\$	127.00
34	RAB	VANLED20	LED LT FX	1		\$	193.20
35		WPLED104	104W WLPK LT FX	1		\$	337.00

BALLASTS AND DRIVERS

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
36	PHILIPS	ICN1P32N35I	ELECTRONIC T8 BALLAST 1 Lamp	1		\$ 11.91
37	PHILIPS	IC21P32N35I	ELECTRONIC T8 BALLAST 2-Lamp	1		\$ 13.85
38	PHILIPS	ICN3P32N35I	ELECTRONIC T8 BALLAST 3-Lamp	1		\$ 14.66
39	PHILIPS	ICN4P32N35I	ELECTRONIC T8 BALLAST 4-Lamp	1		\$ 15.12
40						
41	PHILIPS	IOP1S32LWSC	1 LAMP PROGRAM START T8 BALLAST	1		\$ 14.40
42	PHILIPS	IOP2PSP32LWSC	2 LAMP PROGRAM START T8 BALLAST	1		\$ 14.40
43	PHILIPS	IOP3PSP32LWSC	3 LAMP PROGRAM START T8 BALLAST	1		\$ 15.60
44	PHILIPS	IOP4PSP32LWSC	4 LAMP PROGRAM START T8 BALLAST	1		\$ 16.80
45	PHILIPS	ICN2P16TLEDN	ADVANCE 1-2 LAMP LED DRIVER	1		\$ 13.35
46	PHILIPS	ICN4P16TLEDN	ADVANCE 3-4 LAMP LED DRIVER	1		\$ 15.30
47	ADV	ICN2P16TLEDN35M	ELE DRIVER (4) 16W TLED 120-277V	1		\$ 11.90
48	ADV	ICN4P16TLEDN35M	ELE DRIVER (4) 16W TLED 120-277V	1		\$ 14.55
49	PHILIPS	503441	EM Driver	1		\$ 115.00

LAMPS

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
50	PHILIPS	F32 T8/ADV841/2XL/ALTO	28WATT T8 EXTRA LONG LIFE LAMP 80K HOURS	1		\$ 3.20
51	PHILIPS	MH150/U/M	150W METAL HALIDE LAMP	1		\$ 12.16
52	PHILIPS	MH1500/U	1500W METAL HALIDE LAMP	1		\$ 42.55
53	MAXLITE	L15T8SE450	73980 15W 4-FT LED T8 5000K LED TUBE LAMP	1		\$ 20.51
54	MAXLITE	L16T8DF440	74492 16W 4-FT DIRECTFIT LED T8 4000K LED TUBE LAMP	1		\$ 19.23
55	MAXLITE	L16T8DF450	74493 16W 4-FT DIRECTFIT LED T8 5000K LED TUBE LAMP	1		\$ 19.23
56	MAXLITE	L18T8DF440-G	74494 18W 4-FT DIRECTFIT LED T8 4000K - GLASS LED TUBE LAMP	1		\$ 20.19
57	PHILIPS	10.5PL-C/T-LED/26V- 4000-IF	10.5 WATT 4 PIN VERTICAL LED LAMP INSTANTFIT	1		\$ 15.50
58	PHILIPS	16.5PL-LED/24-4000	16.5WATT 4 PIN INSTANT FIT 2FT PLL LED LAMP INSTANTFIT	1		\$ 20.00
59	LUNERA	HN-H-G24D-26W- 4000-G2	13WATT HORIZONTAL 2-PIN 4000K LED LAMP	1		\$ 22.00
60	PHILIPS	458430	10.5PL-C/T LED/26V-4000 IF 4P 10	1		\$ 10.53
61	PHILIPS	467860	12PAR30L/AB/F40/840 DIM	1		\$ 9.37
62	PHILIPS	456657	16.5PL-LED/24-4000 IF 10/1	1		\$ 13.75
63	PHILIPS	452037	8.5T8/24-4000 IF 10/1	1		\$ 8.70
64	PHILIPS	452078	10.5T8/36-4000 IF 10/1	1		\$ 10.00
65	PHILIPS	468280	10T8/48-4000 IF 10/1	1		\$ 8.92
66	LUNERA	461574	7MR16/LED/F25/840/DIM	1		\$ 10.35
67	LUNERA	458398	8.5PL-C/T LED/26H-4000 IF 4P 10/1	1		\$ 10.52
68	LUNERA	455881	9A19/LED/850/DIM 120V 6/1	1		\$ 4.50
69	LUNERA	HN-H-GX23-U-5W- 840G4		1		\$ 11.90

MARKET BASKET- Per UOM
 IFB 17-13PV Electrical & Lighting Products and Services

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70	LUNERA	HN-H-G24D-26W-4000G2	2 PIN H	1		\$ 16.44
71	LUNERA	HN-V-G24D-26W-4000G2	2 PIN V	1		\$ 16.44
72	LEFDS	8029E-XX		1		\$ 52.32

BOXES

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
73	Red Dot	IHD3-2	1G DEEP BEEL BOX WITH 3EA 3/4" KO'S	100		\$ 781.85
74	Red Dot	IHD3-3	1G DEEP BELL BOX WITH 3EA 1"KO'S	100		\$ 782.33
75	Red Dot	IHD4-1	1G DEEP BELL BOX WITH 4EA 1/2"KO'S	100		\$ 1,339.65
76	Red Dot	IHD4-2	1G DEEP BELL BOX WITH 4EA 3/4" KO'S	100		\$ 1,397.05
77	Red Dot	2IHD5-1	2G DEEP BELL BOX WITH 5EA 1/2" KO'S	100		\$ 1,179.27
78	STEEL CITY / THOMAS & BETTS	52171CV-1/2&3/4	4SQ DEEP BOX W/ 1/2 & 3/4 KO'S WITH BRACKET	100		\$ 115.95
79	STEEL CITY / THOMAS & BETTS	54151-1/2&3/4	4 OCT BOX 1/2 & 3/4 KO'S	100		\$ 94.09
80	STEEL CITY / THOMAS & BETTS	54151-CFB	4 IN OCTOGON CEILING FAN BOX	100		\$ 572.45
81	STEEL CITY / THOMAS & BETTS	54171-1/2&3/4	4 IN DEEP OCT BOX 1/2 & 3/4 KO'S	100		\$ 207.95
82	Hoffman Enclosures	A36R3612	36X36X12 N3R PULL BOX	1		\$ 371.80
83	Hoffman Enclosures	F44G12	4X4X12FT STRAIGHT SECTION NEMA1 WIREWAY	1		\$ 11.19
84	Hoffman Enclosures	F44G24	4X4X24FT STRAIGHT SECTION NEMA1 WIREWAY	1		\$ 17.69
85	Hoffman Enclosures	F44GUC	4X4 U-CONNECTOR	1		\$ 3.60
86	Christy Concrete	N09BOX	N9 CONCRETE ELECTRICAL BOX	1		\$ 29.65
87	Christy Concrete	N09T	N9 CONCRETE LID ELECT	1		\$ 22.80
88	Christy Concrete	N16BOX	N16 CONCRETE ELECTRICAL BOX	1		\$ 37.22
89	Christy Concrete	N16T	N16 CONCRETE LID ELECTRIC	1		\$ 31.26

ELECTRICAL DEVICES

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
90	Wiring Device-Kellems	CR20WHI	20A 125V DUPLEX RECEPTACLE	1		\$ 1.20
91	Wiring Device-Kellems	CS120W	20A 120/277V SP-TOGGLE SWITCH	1		\$ 1.93
92	Wiring Device-Kellems	HBL1221W	SP 20A WHT AC SWITCH	1		\$ 3.25
93	Wiring Device-Kellems	GFR8300HRLA	20A 125V GFCI RECEPTACLE	1		\$ 43.18
94	Wiring Device-Kellems	HBL5266C	PLUG-NEMA5-15P	1		\$ 4.97
95	Wiring Device-Kellems	NP26W	WALLPLATE 1 GANG DECORA	1		\$ 0.33
96	SENSOR SWITCH	PP20	SINGLE POLE POWER PACK	1		\$ 43.08
97	SENSOR SWITCH	PP20 2P	TWO POLE POWER PACK	1		\$ 72.53
98	WATTSTOPPER	DT-200	CEILING/WALL SENSOR	1		\$ 49.78
99	WATTSTOPPER	BZ-50	POWER PACK	1		\$ 33.47
100	PHILLIPS	514877	EASYSense EVO102	1		\$ 16.40
101	ILLMR	ZBT-S1AWH	Single Switch	1		\$ 42.40

ELECTRICAL GEAR

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
102	Cutler-Hammer Dist & Controls	QBHW3100H	QBHW 3POLE 100A CIRCUIT BREAKER 22KAIC	1		\$ 211.17
103	Cutler-Hammer Dist & Controls	BAB3030H	BAB 3POLE 30A CIRCUIT BREAKER 10KAIC	1		\$ 95.00
104	Siemens Electrical Distribution	V48M28T1516	15 KVA 3PH, 480V- 208Y/120V ALUM TRANSFORMER	1		\$ 1,244.71
105	Siemens Electrical Distribution	V48M28T3016	30 KVA 3PH, 480V- 208Y/120V ALUM TRANSFORMER	1		\$ 1,547.57
106	Siemens Electrical Distribution	3F3Y045D16	45 KVA 3PH, 480V- 208Y/120V ALUM TRANSFORMER	1		\$ 1,974.51

MARKET BASKET- Per UOM
IFB 17-13PV Electrical & Lighting Products and Services

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107	Siemens Electrical Distribution	3F3Y075D16	75 KVA 3PH, 480V- 208Y/120V ALUM TRANSFORMER	1		\$ 2,417.83
108	Siemens Electrical Distribution	3F3Y112D16	112.5 KVA 3PH, 480V- 208Y/120V ALUM TRANSFORMER	1		\$ 3,270.04
109	Siemens Electrical Distribution	3F3Y150D16	150 KVA 3PH, 480V- 208Y/120V ALUM TRANSFORMER	1		\$ 4,134.09
110	Siemens Electrical Distribution	200A-MCB120/208V 10K 42C N-1-PANEL	200AMP, MCB, 120/208V, 3PH, 10K, CU, NEMA 1 PANELBOARD	1		special build/need more info
111	Siemens Electrical Distribution	400A-MCB120/208V 10K 42C N-1-PANEL	400AMP, MCB, 120/208V, 3PH, 10K, CU, NEMA 1 PANELBOARD	1		special build/need more info
112	Cooper Bussmann	FRN-R-7	7A 250V CLASS RK5 FUSE	1		\$ 10.16
113	Cooper Bussmann	FRS-R-60	60A 600V CLASS RK5 FUSE	1		\$ 9.46
114	SIEMENS	100A MLO	100A MLO 277/480V 14K 18C N-1-- PANELBOARD P1 - 1-50A 3P 15-20A 1P BQD	1		special build/need more info
115	SIEMENS	200A MLO27	200A MLO 277/480V 14K 42C N-1-- PANELBOARD P1 - 7-30A 3P 21-20A 1P BQD	1		special build/need more info
116	SIEMENS	200A MLO12	200A MLO 120/208V 10K 42C N-1-- PANELBOARD P1 - 42-20A 1P -BL	1		special build/need more info

WIRE

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
117	WIRE AND CABLE (VARIOUS)	8-STR-THHN-CU	8-STR-THHN-CU WIRE	1000		\$ 276.00
118	WIRE AND CABLE (VARIOUS)	1/0-STR-THHN-CU	1/0-STR-THHN-CU WIRE	1000		\$ 1,499.60
119	WIRE AND CABLE (VARIOUS)	2/0-STR-THHN-CU	2/0-STR-THHN-CU WIRE	1000		\$ 1,879.10
120	WIRE AND CABLE (VARIOUS)	500MCM-THHN-CU	500MCM-THHN-CU WIRE	1000		\$ 7,148.40
121	WIRE AND CABLE (VARIOUS)	600MCM-THHN-CU	600MCM-THHN-CU WIRE	1000		\$ 9,177.00
122	WIRE AND CABLE (VARIOUS)	750MCM-THHN-CU	750MCM-THHN-CU WIRE	1000		\$ 14,829.25
123	WIRE AND CABLE (VARIOUS)	10-3 SOLID-MC	10-3 SOLID-MC CABLE	1000		\$ 1,132.75
124	WIRE AND CABLE (VARIOUS)	10-4 SOLID-MC	10-4 SOLID-MC CABLE	1000		\$ 2,678.35
125	WIRE AND CABLE (VARIOUS)	12-2 STR-MC	12-2 STR-MC CABLE	1000		\$ 408.25

RACEWAYS AND FITTINGS

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
126	ELECTRICAL METAL CONDUIT (GENERIC)	3/4GRC	3/4 INCH GRC CONDUIT	100		\$ 126.90
127	Conduit: Couplings, Elbows, Accessories (Generic)	1-1/2-90DEG-EMT	CONDUIT 1-1/2-90DEG-EMT ELBOW	1		\$ 3.46
128	EGS, ETP, Neer	4100ST	1 IN EMT SET SCREW CONNECTOR INSULATED	100		\$ 27.30
129	Arlington Industries, Inc.	506A	2" DIE CAST CHASE NIPPLE	100		\$ 764.84
130	Dottie, L.H., Company	TW100	1-IN 1H EMT STRAP	100		\$ 10.45
131	EGS, ETP, Neer	1906	2 IN EMT 1 HOLE STRAP STEEL	100		\$ 43.18
132	EGS, ETP, Neer	TH-1802	3/4 IN 2 HOLE STRAP STEEL	100		\$ 6.72
133	Red Dot	ALR-2	R-DOT ALR-2 3/4 INCH RIGID LR CONDUIT BODY	100		\$ 403.97
134	Red Dot	ALR-3	R-DOT ALR-3 1 INCH RIGID LR CONDUIT BODY	100		\$ 775.92
135	Conduit: Flexible And Liquidite (Generic)	3-IN-FLEX-ALUM-REDUC-WALL	3-IN-FLEX-ALUM-REDUC-WALL-CONDUIT	100		\$ 355.00
136	Conduit: Flexible And Liquidite (Generic)	1/2-UA/LA-GRAY	1/2-UA/LA-GRAY LIQ-TITE-CONDUIT	100		\$ 69.00
137	Thomas & Betts Corporation	3137	1 IN FLEX COND TITE BITE 90 DEGREE CONNECTOR	100		\$ 890.00

MARKET BASKET- Per UOM
 IFB 17-13PV Electrical & Lighting Products and Services

Company Name: Urban Energy Solutions, Inc.

Instructions: In order to conduct fair evaluations and to determine the lowest bid, specific products are listed to compare "apples to apples" pricing. Please provide product price per unit of measure for all manufacturer's products offered NOT INCLUDING INSTALLATION, TAXES, FREIGHT, OR ANY OTHER SERVICE COSTS. Pricing stated below is for product only AND SHOULD INCLUDE THE MINIMUM % DISCOUNT referenced on Bidder's "Minimum Discount off Manufacturer's Price List". Pricing invoiced to members shall not exceed the cost listed below, however, pricing invoiced to customer may be lower than price listed due to higher discounts applied for large volume/bulk orders. Space is provided for Alternate, Equivalent products to be considered. Market Basket Pricing will be utilized to evaluate and award a contract. Please provide pricing for as many items listed in the market basket as possible.

138	Thomas & Betts Corporation	3138	1.25 IN FLEX COND TITE BITE 90 DEGREE CONNECTOR	100		\$ 1,500.00
139	Thomas & Betts Corporation	3139	1.5 IN FLEX COND TITE BITE 90 DEGREE CONNECTOR	100		\$ 2,575.94
140	PVC CONDUIT (GENERIC)	1/2PVC80	1/2 INCH PVC80 CONDUIT	100		\$ 22.84
141	PVC CONDUIT (GENERIC)	3/4PVC80	3/4 INCH PVC80 CONDUIT	100		\$ 30.36
142	PVC CONDUIT (GENERIC)	1PVC80	1 INCH PVC80 CONDUIT	100		\$ 41.58
143	STEEL CITY / THOMAS & BETTS	A1200HS-10	DEEP SLOT CHANNEL	100		\$ 125.00
144	STEEL CITY / THOMAS & BETTS	B1400HS-10	SHALLOW 1/2 SLOT CHANNEL	100		\$ 96.00
145	PVC ELBOWS & FITTINGS (GENERIC)	4-IN-48RAD-90DEG-SCH-40-ELL	PVC 4-IN-48RAD-90DEG-SCH-40-ELBOW	100		\$ 1,650.00
146	PVC ELBOWS & FITTINGS (GENERIC)	5-IN-48RAD-90DEG-SCH-40-ELL	PVC 5-IN-48RAD-90DEG-SCH-40-ELBOW	100		\$ 4,049.64
147	PVC ELBOWS & FITTINGS (GENERIC)	6-IN-36RAD-90DEG-SCH-40-ELL	PVC 6-IN-36RAD-90DEG-SCH-40-ELBOW	100		\$ 3,989.18

MISCELLANEOUS ELECTRICAL PARTS AND SUPPLIES

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
148	Rectorseal Corporation, The	55920	PURPLE PRIMER GALLON	1		\$ 33.06
149	Rectorseal Corporation, The	55964	GRAY GLUE GALLON	1		\$ 40.26
150	Rectorseal Corporation, The	55986	CLEAR GLUE GALLON	1		\$ 28.58
151	Rectorseal Corporation, The	55994	BLUE GLUE GALLON HOT	1		\$ 42.00
152	Rectorseal Corporation, The	55996	GRAY GLUE QUART	1		\$ 9.70
153	NSi Industries, Inc.	EWG-7060	BLACK GEN ELEC TAPE	1		\$ 0.71
154	NSi Industries, Inc.	EWG-7060-2	RED GEN ELEC TAPE	1		\$ 0.76
155	NSi Industries, Inc.	EWG-7060-4	YELLOW GEN ELEC TAPE	1		\$ 0.76
156	NSi Industries, Inc.	EWG-7060-5	GREEN GEN ELEC TAPE	1		\$ 0.76
157	American Polywater	D-128	DYNA BLUE PULLING LUBE GALLON	1		\$ 16.73
158	American Polywater	P-640	CLEAR PULLING LUBE 5 GALLON	1		\$ 212.32
159	Ideal Industries, Inc.	30-651	YEL WNGNUT KEG5M/BG500	1000		\$ 91.44
160	Ideal Industries, Inc.	30-652	RED WNGNUT KEG5M/BG500	1000		\$ 110.96

Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
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MARKET BASKET- Per UOM
 IFB 17-13PV Electrical & Lighting Products and Services

Company Name: Urban Energy Solutions, Inc.

Instructions: In order to conduct fair evaluations and to determine the lowest bid, specific products are listed to compare "apples to apples" pricing. Please provide product price per unit of measure for all manufacturer's products offered NOT INCLUDING INSTALLATION, TAXES, FREIGHT, OR ANY OTHER SERVICE COSTS. Pricing stated below is for product only AND SHOULD INCLUDE THE MINIMUM % DISCOUNT referenced on Bidder's "Minimum Discount off Manufacturer's Price List". Pricing invoiced to members shall not exceed the cost listed below, however, pricing invoiced to customer may be lower than price listed due to higher discounts applied for large volume/bulk orders. Space is provided for Alternate, Equivalent products to be considered. Market Basket Pricing will be utilized to evaluate and award a contract. Please provide pricing for as many items listed in the market basket as possible.

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Line	Manufacturer Name	Part No.	Description	UOM	Alternate (Optional) Specify Brand and Part Number	Unit Price (Per Quantity stated in UOM)
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INSTALLATION AND SERVICE RATES
 IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

Instructions: Bidder shall provide labor rates, service fees, and pricing for the various services allowed under this IFB. These include: High Voltage (over 600V) and Low Voltage (less than 600V) major categories as specified in the Scope of Work. Note: Bidder may list operations not listed for consideration in IFB in the section provided below.

A. HIGH VOLTAGE - GROUP 1 SERVICES (PER SCOPE OF WORK)

Line	Title	Business Hours	After Hours	Weekends/ Holidays	Bidder Notes/Comments
1	General Foreman	\$125	\$185	\$240	
2	Foreman	\$122	\$182	\$237	
3	Lineman	\$125	\$185	\$240	
4	Cable Splicer	\$122	\$182	\$237	
5	Journeyman Electrician	\$110	\$154	\$200	
6	Apprentice	\$85	\$119	\$155	
7	Groundman	\$85	\$119	\$155	

B. HIGH VOLTAGE - GROUP 2 SERVICES (PER SCOPE OF WORK)

Line	Title	Business Hours	After Hours	Weekends/ Holidays	Bidder Notes/Comments
1	General Foreman	\$125	\$185	\$240	
2	Foreman	\$122	\$182	\$237	
3	Lineman	\$125	\$185	\$240	
4	Cable Splicer	\$122	\$182	\$237	
5	Journeyman Electrician	\$110	\$154	\$200	
6	Apprentice	\$85	\$119	\$155	
7	Groundman	\$85	\$119	\$155	

C. LOW VOLTAGE SERVICES (PER SCOPE OF WORK)

Line	Title	Business Hours	After Hours	Weekends/ Holidays	Bidder Notes/Comments
1	Journeyman	\$ 35.00	\$ 52.50	\$ 70.00	
2	Journeyman/Leadman	\$ 41.00	\$ 61.50	\$ 82.00	
3	Foreman	\$ 43.00	\$ 64.50	\$ 86.00	
4	Apprentice	\$ 24.00	\$ 36.00	\$ 48.00	
5	Project Manager	\$ 75.00	\$ 112.50	\$ 150.00	
6	Delivery Driver	\$ 24.00	\$ 36.00	\$ 48.00	
7	Programmer	\$ 108.00	\$ 162.00	\$ 243.00	
8	Engineer	\$ 70.00	\$ 105.00	\$ 158.00	
9	EMS Installer	\$ 55.00	\$ 83.00	\$ 125.00	
10	EMS Foreman	\$ 65.00	\$ 98.00	\$ 147.00	
11	EMS Project Manager	\$ 110.00	\$ 165.00	\$ 248.00	
12	EMS Service Technician	\$ 110.00	\$ 165.00	\$ 248.00	
13	EMS Remote Help Desk	\$ 110.00	\$ 165.00	\$ 248.00	

D. TRAVEL RATES: PER DIEM, MILEAGE, ETC.

Line	Description	UOM:	COST	Comments
1	MILEAGE: What is charged per mile for travel to project location?	Per Mile	\$ 0.56	
2	LODGING: What is charged per room if (2) employees are lodged per room?	Per Room	\$ 70.00	Per Day/ Per Room
3	MEALS AND INCIDENTALS: What is charged per technician for meals and incidental expenses?	Per Person	\$ 40.00	Per Person
4	MOBILIZATION: What are mobilization costs per vehicle outside of Maricopa County?	Per Vehicle	\$ 170.00	
5	Are there costs for mobilization within Maricopa County? (YES/NO). If so, what are the costs?	Per Vehicle	\$ 35.00	
6	TRAVEL DRIVE RATES: Please provide straight time charges per hour for each electrician listed below:			
7	Journeyman	Per Hour	\$ 35.00	
8	Journeyman/Leadman	Per Hour	\$ 41.00	
9	Foreman	Per Hour	\$ 43.00	
10	Apprentice	Per Hour	\$ 24.00	
11	Project Manager	Per Hour	\$ 75.00	
12	Delivery Driver	Per Hour	\$ 24.00	
13	Programmer	Per Hour	\$ 108.00	
14	Engineer	Per Hour	\$ 70.00	
15	EMS Installer	Per Hour	\$ 55.00	
16	EMS Foreman	Per Hour	\$ 65.00	
17	EMS Project Manager	Per Hour	\$ 110.00	

INSTALLATION AND SERVICE RATES
IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

Instructions: Bidder shall provide labor rates, service fees, and pricing for the various services allowed under this IFB. These include: High Voltage (over 600V) and Low Voltage (less than 600V) major categories as specified in the Scope of Work. Note: Bidder may list operations not listed for consideration in IFB in the section provided below.

18	EMS Service Technician	Per Hour	\$	110.00
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E. ADDITIONAL FEES AND SERVICE RATES

Line	Description	UOM:	COST	Comments
1	Document Fees	Per Project	FREE	
2	Delivery & Pickup Fees, if applicable	(Describe in Comments)		included in job costs
3	Consumable Shop Supplies & Materials Fee, if applicable	(Describe in Comments)		included in labor rates
4	Dumpster Fees: 15 Yard Weekly	Per Week		Since dumpster rentals fluctuate per quarter as well as per location, we feel the best way to handle this would be to show the owner cost and mark it up 10%
5	Dumpster Fees: 30 Yard Weekly	Per Week		
6	Dumpster Fees: 40 Yard Weekly	Per Week		
7	Dumpster Fees: 15 Yard Monthly	Per Month		
8	Dumpster Fees: 30 Yard Monthly	Per Month		
9	Dumpster Fees: 40 Yard Monthly	Per Month		
10	Consulting Fees	Per Hour	FREE	
11	Design Fees	Per Hour	FREE	
12	Site Survey/Energy Audit	Per Hour	FREE	
13	Programming Services	Per Hour	\$110.00/HR	
14	Support Services	Per Hour	\$110.00/HR	
15	Training Services	Per Hour	\$110.00/HR	

SERVICE CHARGES FOR SPECIAL EQUIPMENT

Line	Charges or Rates/ Miscellaneous Service Description	UOM:	COST	Comments
1	19' ELECTRIC SCISSOR LIFT (per Day)	Day	\$ 75.00	
2	19' ELECTRIC SCISSOR LIFT (per Week)	Week	\$ 200.00	
3	19' ELECTRIC SCISSOR LIFT (per Month)	Month	\$ 325.00	
4	26' ELECTRIC SCISSOR LIFT (per Day)	Day	\$ 85.00	
5	26' ELECTRIC SCISSOR LIFT (per Week)	Week	\$ 280.00	
6	26' ELECTRIC SCISSOR LIFT (per Month)	Month	\$ 575.00	
7	26' 4WD SCISSOR LIFT (per Day)	Day	\$ 125.00	
8	26' 4WD SCISSOR LIFT (per Week)	Week	\$ 430.00	
9	26' 4WD SCISSOR LIFT (per Month)	Month	\$ 900.00	
10	45' 4WD KNUCKLE BOOM (per Day)	Day	\$ 195.00	
11	45' 4WD KNUCKLE BOOM (per Week)	Week	\$ 705.00	
12	45' 4WD KNUCKLE BOOM (per Month)	Month	\$ 1,900.00	
13	30' ELEC KNUCKLE BOOM (per Day)	Day	\$ 190.00	
14	30' ELEC KNUCKLE BOOM (per Week)	Week	\$ 575.00	
15	30' ELEC KNUCKLE BOOM (per Month)	Month	\$ 1,650.00	
16	40' 4WD Straight Boom Lift	Per Day	\$ 345.00	
17	40' 4WD Straight Boom Lift	Per Week	\$ 560.00	
18	60' 4WD Articulating Boom Lift	Per Day	\$ 395.00	
19	60' 4WD Articulating Boom Lift	Per Week	\$ 800.00	
20	REACH FORK 28' 5000# 4WD (per Day)	Day	\$ 240.00	
21	REACH FORK 28' 5000# 4WD (per Week)	Week	\$ 850.00	
22	REACH FORK 28' 5000# 4WD (per Month)	Month	\$ 2,300.00	
23	REACH FORK 36' 8000# 4WD (per Day)	Day	\$ 200.00	
24	REACH FORK 36' 8000# 4WD (per Week)	Week	\$ 750.00	
25	REACH FORK 36' 8000# 4WD (per Month)	Month	\$ 2,000.00	
26	84-86' Articulating Boom Lift 4x4 All Terrain	Per Day	\$ 810.00	
27	84-86' Articulating Boom Lift 4x4 All Terrain	Per Week	\$ 1,825.00	
28	135' Boom Lift 4x4 All Terrain	Per Day	\$ 1,335.00	
29	135' Boom Lift 4x4 All Terrain	Per Week	\$ 3,325.00	
30	24" Auger and Drill Rig	Per Day	\$ 4,500.00	
31	Plasma Weld 1-3 Inch Hole	Per Hole	\$ 100.00	
32	Plywood for gymnasium flooring	Per Project	\$ 150.00	
33	Fluorescent Tube Recycle Pickup	Each	\$ 0.25	
34	PCB Ballast Recycle Pickup	Each	\$ 0.50	
35	HID Lamp Recycle Pickup	Each	\$ 0.25	
36	PICKUP/DELIVERY (ROUND TRIP)	Each	\$ 120.00	

INSTALLATION AND SERVICE RATES
IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

Instructions: Bidder shall provide labor rates, service fees, and pricing for the various services allowed under this IFB. These include: High Voltage (over 600V) and Low Voltage (less than 600V) major categories as specified in the Scope of Work. Note: Bidder may list operations not listed for consideration in IFB in the section provided below.

37	20' CONNEX TRAILER (per Month)	Month	\$	100.00
38	20' CONNEX PICKUP/DELIVERY (ROUND TRIP)	Each	\$	170.00
39	40' CONNEX TRAILER (per Month)	Month	\$	165.00
40	40' CONNEX PICKUP/DELIVERY (ROUND TRIP)	Each	\$	210.00
41	40' CONNEX TRAILER W/OFFICE (per month)	Month	\$	350.00

CLOUD HOSTED SERVICES- PRICING PLANS-

Line	Charges or Rates/ Miscellaneous Service Description	Plan Type	Column1	Annual Price Per Year	Plan Description2
1	Single Jace station connection	Basic Package		\$ 900.00	Consists of secure SAS JVM connection for 2 users with 6 months historical data archiving
2	Single proxy server connection with up to 2 station connections	Basic Package		\$ 1,020.00	Consists of secure SAS JVM connection for 2 users with 6 months historical data archiving
3	Single proxy server connection with up to 5 station connections	Basic Package		\$ 1,680.00	Consists of secure SAS JVM connection for 2 users with 6 months historical data archiving
4	Single proxy server connection with up to 10 station connections	Basic Package		\$ 2,160.00	Consists of secure SAS JVM connection for 2 users with 6 months historical data archiving
5	Single proxy server connection with up to 20 station connections	Basic Package		\$ 2,880.00	Consists of secure SAS JVM connection for 2 users with 6 months historical data archiving
6	Single proxy server connection with up to 30 station connections	Basic Package		\$ 4,740.00	Consists of secure SAS JVM connection for 2 users with 6 months historical data archiving
7	Single proxy server connection with up to 50 station connections	Basic Package		\$ 5,940.00	Consists of secure SAS JVM connection for 2 users with 6 months historical data archiving
8	Single proxy server connection with up to 2 station connections	Silver Package		\$ 1,320.00	Basic features with both JVM and HTML connections with mobile device support. Up to 3 additional users included plus 6 additional months of historical data archiving
9	Single proxy server connection with up to 5 station connections	Silver Package		\$ 1,680.00	Basic features with both JVM and HTML connections with mobile device support. Up to 3 additional users included plus 6 additional months of historical data archiving
10	Single proxy server connection with up to 10 station connections	Silver Package		\$ 2,160.00	Basic features with both JVM and HTML connections with mobile device support. Up to 3 additional users included plus 6 additional months of historical data archiving
11	Single proxy server connection with up to 20 station connections	Silver Package		\$ 3,240.00	Basic features with both JVM and HTML connections with mobile device support. Up to 3 additional users included plus 6 additional months of historical data archiving
12	Single proxy server connection with up to 30 station connections	Silver Package		\$ 5,040.00	Basic features with both JVM and HTML connections with mobile device support. Up to 3 additional users included plus 6 additional months of historical data archiving
13	Single proxy server connection with up to 50 station connections	Silver Package		\$ 6,240.00	Basic features with both JVM and HTML connections with mobile device support. Up to 3 additional users included plus 6 additional months of historical data archiving
14	Single proxy server connection with up to 2 station connections	Gold Package		\$ 2,280.00	Includes all features of Silver. Includes up to 10 users plus 12 additional months of historical data archiving plus energy analytics
15	Single proxy server connection with up to 5 station connections	Gold Package		\$ 3,000.00	Includes all features of Silver. Includes up to 10 users plus 12 additional months of historical data archiving plus energy analytics
16	Single proxy server connection with up to 10 station connections	Gold Package		\$ 3,600.00	Includes all features of Silver. Includes up to 10 users plus 12 additional months of historical data archiving plus energy analytics
17	Single proxy server connection with up to 20 station connections	Gold Package		\$ 4,200.00	Includes all features of Silver. Includes up to 10 users plus 12 additional months of historical data archiving plus energy analytics
18	Single proxy server connection with up to 30 station connections	Gold Package		\$ 5,400.00	Includes all features of Silver. Includes up to 10 users plus 12 additional months of historical data archiving plus energy analytics
19	Single proxy server connection with up to 50 station connections	Gold Package		\$ 6,600.00	Includes all features of Silver. Includes up to 10 users plus 12 additional months of historical data archiving plus energy analytics
20	Single Jace station connection	Platinum Package		\$ 2,520.00	Includes all features of Gold plus fault diagnostics.
21	Single proxy server connection with up to 2 station connections	Platinum Package		\$ 2,880.00	Includes all features of Gold plus fault diagnostics.
22	Single proxy server connection with up to 5 station connections	Platinum Package		\$ 3,600.00	Includes all features of Gold plus fault diagnostics.
23	Single proxy server connection with up to 10 station connections	Platinum Package		\$ 4,200.00	Includes all features of Gold plus fault diagnostics.
24	Single proxy server connection with up to 20 station connections	Platinum Package		\$ 4,800.00	Includes all features of Gold plus fault diagnostics.
25	Single proxy server connection with up to 30 station connections	Platinum Package		\$ 6,000.00	Includes all features of Gold plus fault diagnostics.
26	Single proxy server connection with up to 50 station connections	Platinum Package		\$ 7,200.00	Includes all features of Gold plus fault diagnostics.

INSTALLATION AND SERVICE RATES
 IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

Instructions: Bidder shall provide labor rates, service fees, and pricing for the various services allowed under this IFB. These include: High Voltage (over 600V) and Low Voltage (less than 600V) major categories as specified in the Scope of Work. Note: Bidder may list operations not listed for consideration in IFB in the section provided below.

EXTENDED WARRANTY

Please complete the table below with manufacturers that offer extended warranties and what percentage of increase is applied to the project

Line	Manufacturer	Extended Warranty Description	Percentage Price Increase (%)
1			
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Other (Please Describe, If Applicable)

Line	Description	Business Hours	After Hours	Weekends/ Holidays	Bidder Notes/Comments
1					
2					
3					
4					

ADDITIONAL PRODUCTS AND SERVICES
 IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

Instructions: The Bidder may add any additional products and services they wish to make available under an awarded contract. Any additional products offered above and beyond those listed in the Market Basket shall fall within the general scope of this solicitation in order to be considered. Items listed in this section shall serve the purpose for verifying contract compliance for using members. Additional forms may be submitted to submit pricing for full product lines as well.

ADDITIONAL PRODUCTS AND SERVICES NOT LISTED:

Line	Manufacturer Name	Part #	Description	UOM	Unit Price
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2					
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ADDITIONAL PRODUCTS AND SERVICES
IFB 17-13PV Electrical & Lighting Products and Services

Company Name: **Urban Energy Solutions, Inc.**

Instructions: The Bidder may add any additional products and services they wish to make available under an awarded contract. Any additional products offered above and beyond those listed in the Market Basket shall fall within the general scope of this solicitation in order to be considered. Items listed in this section shall serve the purpose for verifying contract compliance for using members. Additional forms may be submitted to submit pricing for full product lines as well.

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1. Provide a description of any past, relevant work with the Lead Agency (Paradise Valley Unified School District) or any other school district or public sector clients. Include a brief summary of the work completed.

Paradise Valley Unified School District

Pinnacle Peak Elementary School

Emergency SES Main Breaker Explosion

Description: Urban Energy Solutions, Inc. was called to a fire in the main breaker room. UES secured fire area, ordered a temp generator to be onsite within a few hours to avoid school interruption. New SES main breaker was ordered and installed at a later date.

Tempe Union High School District

Multiple Campus Football Field Upgrades (Tempe High School, Marcos de Niza High School, McClintock High School)

Urban Energy Solutions, Inc. removed eight (8) existing Musco pole lights and installed four (4) new Musco pole lights in their place. UES provided and installed all underground conduit and wire to new pole locations back to new Musco Control Link Cellular monitor. New breakers and fuses were provided in each SES to accommodate new sports lighting controls.

Riverside Elementary School District

Kings Ridge Preparatory Academy

Urban Energy Solutions, Inc. upgraded interior and exterior lighting from fluorescent to LED throughout campus.

2. REFERENCES FORM (Page 42): Complete form- list a minimum of 5 client references.

Please refer to the following page for our complete list of five (5) client references.

3. PERFORMANCE EVALUATION SURVEYS (Page 43): A minimum of 3 "Performance Evaluation Surveys" (form provided in this solicitation) should be sent to clients to complete and return to you or send directly to 1GPA. In substitution of a "Performance Evaluation Survey", Letters of References recently dated (within 1 year) may be provided. Either method is acceptable for compliance with Past Performance evaluation. All surveys collected by your firm should be submitted in this section with your sealed bid. If time does not permit your firm to include forms received in your sealed bid, your client may send forms directly to 1GPA via email by the due date and time for consideration in evaluations.

Please refer to the following pages for copies of our three (3) Performance Evaluation Surveys. These were also returned directly to 1GPA.

REFERENCES - TAB 4

Offeror shall list below a minimum of five (5) client references for performance history that are similar in scope of work to this solicitation.

It is the Offeror's responsibility to request reference letters OR send each client a Performance Evaluation Survey for them to complete and return to 1GPA by the due date and time. Either method of reference checks will be acceptable by 1GPA. A minimum of 3 letters of reference recently dated (within 1 year).

1. Client Reference: CORE Construction, Inc.
Street Address: 3036 East Greenway Road
City: Phoenix State: AZ Zip: 85032
Contact Name: Bill Cox, Executive Vice President Phone: 602-494-0800
Date of Contract Initiation: 2005
Description of Services Provided: Multiple Services; Electrical and Energy Management

2. Client Reference: Omnia, LLC. (on behalf of Riverside Elementary School District)
Street Address: 1414 South 51st Avenue
City: Phoenix State: AZ Zip: 85043
Contact Name: Gustavo Valenzuela, Project Manager Phone: 602-772-0824
Date of Contract Initiation: 2013
Description of Services Provided: Multiple Services; Electrical and Energy Management

3. Client Reference: Blue Ridge Unified School District
Street Address: 1200 West White Mountain Blvd.
City: Lakeside State: AZ Zip: 85929
Contact Name: John Muir, Project Manager Phone: 928-368-6126
Date of Contract Initiation: 2012
Description of Services Provided: Multiple Services; Electrical and Energy Management

4. Client Reference: Cartwright Elementary School District
Street Address: 5220 West Indian School Road
City: Phoenix State: AZ Zip: 85031
Contact Name: Mark Carvis, Director of Facilities Phone: 623-691-4000
Date of Contract Initiation: 2011
Description of Services Provided: Multiple Services; Electrical and Energy Management

5. Client Reference: Scottsdale Unified School District (Previous) / McCarthy Building Companies
Street Address: 7575 East Main Street
City: Scottsdale State: AZ Zip: 85251
Contact Name: Dr. David Peterson, Former Superintendent Phone: 602-463-3811
Date of Contract Initiation: 2012
Description of Services Provided: Multiple Services; Electrical and Energy Management

PERFORMANCE EVALUATION SURVEY

Subject: IFB 17-13PV ELECTRICAL AND LIGHTING PRODUCTS AND SERVICES

Name of Client Reference: URBAN ENERGY

Organization of Client Reference: IGNACIO GASTELUM

Contact Phone Number: 602-463-2811

Company being surveyed (responding to Bid): MCCARTHY BUILDING Co.

To Whom It May Concern:

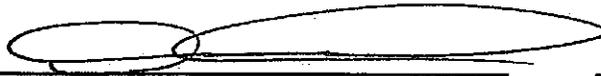
1Government Procurement Alliance is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. Both 1GPA and the Lead Agency, Paradise Valley USD, would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	10
2	Quality of Products and/or Service	(1-10)	10
3	Ability to understand the needs of the your agency	(1-10)	10
4	Vendor's participation and assistance when "issues" arise	(1-10)	10
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	10
6	Billing statements provided are easy to understand	(1-10)	10
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	10
8	Communication with your agency regarding schedules and timelines	(1-10)	10
9	Vendor provides value added services with satisfaction of your agency	(1-10)	10
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	10

Total Points 100

Any additional comments regarding vendor/services provided: _____


Signature

April 14, 2017
Date

DANA PETERSON
Printed Name

VP OPS
Title

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Jennifer Muñoz at jmunoz@1gpa.org. PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN **April 18, 2017 @ 1:00 PM, AZ TIME.**

PERFORMANCE EVALUATION SURVEY - TAB 4

Subject: IFB 17-13PV ELECTRICAL AND LIGHTING PRODUCTS AND SERVICES

Name of Client Reference: Mr. Bill Cox, Executive Vice President

Organization of Client Reference: CORE Construction, Inc.

Contact Phone Number: 602-494-0800

Company being surveyed (responding to Bid): Urban Energy Solutions, Inc.

To Whom It May Concern:

1Government Procurement Alliance is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. Both 1GPA and the Lead Agency, Paradise Valley USD, would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	10
2	Quality of Products and/or Service	(1-10)	10
3	Ability to understand the needs of the your agency	(1-10)	10
4	Vendor's participation and assistance when "issues" arise	(1-10)	10
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	10
6	Billing statements provided are easy to understand	(1-10)	10
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	10
8	Communication with your agency regarding schedules and timelines	(1-10)	10
9	Vendor provides value added services with satisfaction of your agency	(1-10)	10
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	10

Total Points 100

Any additional comments regarding vendor/services provided: _____


Signature
Mr. Bill Cox
Printed Name

April 14, 2017
Date
Executive Vice President
Title

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Jennifer Muñoz at jmunoz@1gpa.org. PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN April 18, 2017 @ 1:00 PM, AZ TIME.

PERFORMANCE EVALUATION SURVEY

Subject: IFB 17-13PV ELECTRICAL AND LIGHTING PRODUCTS AND SERVICES

Name of Client Reference: Mr. Gustavo Valenzuela

Organization of Client Reference: Omnia, LLC. (on behalf of Riverside Elementary School District)

Contact Phone Number: 602-772-0824

Company being surveyed (responding to Bid): Urban Energy Solutions, Inc.

To Whom It May Concern:

1Government Procurement Alliance is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. Both 1GPA and the Lead Agency, Paradise Valley USD, would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	10
2	Quality of Products and/or Service	(1-10)	10
3	Ability to understand the needs of the your agency	(1-10)	10
4	Vendor's participation and assistance when "issues" arise	(1-10)	10
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	10
6	Billing statements provided are easy to understand	(1-10)	10
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	10
8	Communication with your agency regarding schedules and timelines	(1-10)	10
9	Vendor provides value added services with satisfaction of your agency	(1-10)	10
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	10

Total Points 100

Any additional comments regarding vendor/services provided: UES TEAM SPECIALIZES IN UNDERSTANDING PROJECT/CUSTOMER NEEDS. GREAT SOLUTIONS FINDER!

April 14, 2017

Signature

Date

Mr. Gustavo Valenzuela

Project Manager

Printed Name

Title

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Jennifer Muñoz at jmunoz@1gpa.org PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN **April 18, 2017 @ 1:00 PM, AZ TIME.**

1. Provide detailed information regarding any value added services your firm can offer to members. Keep in mind that value added services should align with the purpose and scope of work of the solicitation and be geared towards Electrical and Lighting Products and Services.

We're Part of the Solution / We Deliver - There is no time for hindsight in the construction process. To deliver projects on time and on budget requires quick and accurate focus on solutions when problems arise. How a company responds to the unexpected is key... and UES is a proven provider of solutions.

We're Experienced and Have the Expertise - In addition to the experience one might expect of an electrical subcontractor, our professional team actively participates in a number of local and national industry trade associations and are diligently committed to professional development through a variety of continuing educational programs. This further enhances our knowledge of the markets and clients we serve helping to keep us up-to-date with the most recent trends, technologies and developments in our specialized industry.

We're Team Oriented - Often the biggest challenge we face is how to get all of project team members working toward the same goal. At Urban Energy, we continually strive to anticipate and understand our clients' needs in order to provide timely, effective 'team' coordination to be able to complete projects efficiently and with quality.

We're Multidiscipline - As we have emphasized throughout this proposal, UES has a virtually exclusive distinction of offering electrical construction and service along with energy management control systems in an all-in-one package for the clients we serve allowing us to increase our market share while building the ongoing, lasting working relationships we desire.

We're Committed to Success / We Deliver Results - We are a company that performs well on projects of all sizes, large and small by continually strategizing "What's best for our client?" that fuels our commitment to your success which in turn, creates success for the entire Urban Energy Solutions, Inc. team.

QUESTIONNAIRE 6: RESPONSIVENESS / COMPLIANCE – TAB 6

1. **RESPONSIVENESS / COMPLIANCE:** Bidders shall confirm that all documentation requested herein has been completed, signed, and submitted, or state the reason if not applicable.

2. **GENERAL FORMS AND CONTRACT REQUIREMENTS:**

	DESCRIPTION:	Check	If Not Applicable, please state reason below:
a.	Bid and Contract Acceptance Form (Page 5)	<input checked="" type="checkbox"/>	
b.	Subcontractor List Form (Page 47)	<input checked="" type="checkbox"/>	
c.	Anti-Trust Certification Statement (Page 48)	<input checked="" type="checkbox"/>	
d.	Non-Collusion Affidavit (Page 49)	<input checked="" type="checkbox"/>	
e.	Sample Certificate of Insurance form (Page 53)	<input checked="" type="checkbox"/>	
f.	IRS W-9 Form (Page 54)	<input checked="" type="checkbox"/>	
g.	Performance and Payment Bonds (Pages 51 & 52) will be submitted to requesting members prior to commencing construction. This requirement may be waived at the discretion of the member and may not be applicable to non-construction purchases or purchases under the bid threshold for the purchasing agency.	<input checked="" type="checkbox"/>	Note: These are samples only that vendor acknowledges this requirement for 1GPA Members when applicable
h.	Amendment Acknowledgement Forms (if applicable): 1GPA will utilize Public Purchase website to notify bidders of amendments to the solicitation. PVUSD will utilize AZ Purchasing to notify Lead Agency bidders of amendments to the solicitation. Bidders are responsible to check either portal to view amendments prior to submitting bids. Links are below: www.PublicPurchase.com www.AZPurchasing.org	<input checked="" type="checkbox"/>	None Issued.

3. **FEDERAL PURCHASE REQUIREMENTS:** Members of 1GPA may be required to give preference to Minority and Women-Owned and Historically Underutilized Businesses. Although 1GPA does not factor the following documents into the recommendation for award, for the instances in which a Member is required to give preference, this form will be utilized by the using agency solely for their purposes in selecting an awarded vendor in order to comply with Federal Requirements. All Offerors must complete and submit these forms or the bid may be considered non-responsive. EDGAR Certifications apply also to Federal Funds expenditures as applicable by law.

	DESCRIPTION:	Check	If Not Applicable, please state reason below:
a.	MWBE and HUB (Vendor Questionnaire) (Page 55)	<input checked="" type="checkbox"/>	
b.	EDGAR Certifications (Pages 56-59)	<input checked="" type="checkbox"/>	

QUESTIONNAIRE 6: RESPONSIVENESS / COMPLIANCE – TAB 6

4. ADDITIONAL BID REQUIREMENTS:

	DESCRIPTION:	Check	If Not Applicable, please state reason below:
a.	<u>Bid Bond (Page 50)</u> . The Bid Bond is REQUIRED in order to secure contract awards to contractors that are able to meet members' bonding requirements when projects are determined to be construction	<input checked="" type="checkbox"/>	
b.	<u>Contractor's License</u> . Provide a list of applicable Arizona Contractor's licenses held by your company. Include the Name of Licensee, Classification, and Number. Submit copies of licenses to perform work as proposed under this contract.	<input checked="" type="checkbox"/>	See attached.
c.	<p><u>Supplemental End-User Agreements</u>. If members are required to sign any supplemental agreements (sales, maintenance, etc.) a sample agreement must be submitted for approval.</p> <p style="margin-left: 40px;">a. Acceptable agreements shall include:</p> <ul style="list-style-type: none"> i. Non-appropriations clause; ii. Contract Agreement must be governed by the laws of the State of Arizona or the state in which the member resides; iii. Net payment is thirty (30) days. <p style="margin-left: 40px;">b. Agreements shall NOT include:</p> <ul style="list-style-type: none"> i. Terms beyond one year; ii. Waiver of right for a jury trial; iii. Requirement of upfront payment by member when purchase order is placed; iv. Entire Agreement Language that supersedes Terms and Conditions of the contract; v. Auto-renewal language 	<input checked="" type="checkbox"/>	None.
d.	<u>Deviations and Exceptions</u> . Any deviations and exceptions to the terms and conditions must be clearly explained. Reference to the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how 1GPA and its members will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations may cause a bid to be considered non-responsive and/or rejected. If no deviations and exceptions are listed, vendor agrees to all terms and conditions of the solicitation as is.	<input checked="" type="checkbox"/>	None.

BID 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 Bid.

26-4053008
 Federal Employer Identification Number
 Urban Energy Solutions, Inc.
 Company Name
 Justin Rojas
 Printed Name
 President
 Title
 justinrojas@urbanenergyinc.com
 Primary Email (for Contract Inquiries)

3312 East Broadway Road
 Address
 Phoenix, AZ 85040
 City, State Zip
 480-282-9501
 Company Telephone Number
 Clayton Boop
 Accounting / AP Contact Name
 claytonboop@urbanenergyinc.com
 Accounting / AP Email

Authorized Signature

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor shall notify 1GPA of all materials or services provided under this contract and agrees to send a copy of all purchase orders and/or contracts received from members to 1GPA within 10 days. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA BID AND CONTRACT ACCEPTANCE

The Bid 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 17-13PV Electrical and Lighting Products and Services

Awarded this _____ day of _____ 20__

This contract shall be effective this _____ day of _____ 20__

1GPA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Approved By: Paradise Valley Unified School District

Signature: _____ Date: _____

Printed Name: _____ Title: _____

SUBCONTRACTOR LIST FORM

Urban Energy Solutions, Inc.
Company Name

Petz
Signature

17-13PV
Bid Number

April 17, 2017
Date

This form shall be submitted in a separate sealed envelope within the sealed bid reply envelope. The envelope shall bear the name of the contractor making the submittal and shall be identified by "Subcontractors List" on the outside of the sealed envelope.

The contractor must list below the names of all qualified subcontractors or major supplier he will employ for the various portions of the work indicated. Failure on the part of the bidder to properly complete this list will constitute sufficient grounds to reject the bid.

The contractor may list himself to perform one or more of the listed categories of work for which he has any requisite State licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll, except that he may sublet those portions of the work which are traditionally and commonly sublet by the representative subcontractor. If equipment is leased with operators, the operators need not be carried on the contractor's payroll.

List only a single name of each listing. List names only for base bid as per you bid. List submitted by unsuccessful bidders will be returned unopened.

NOTE: IF CONTRACTOR DOES NOT PLAN TO USE SUBCONTRACTORS HE/SHE MUST LIST OWN NAME ON THE FORM AND RETURN IT PER THE ABOVE INSTRUCTIONS.

1. Urban Energy Solutions, Inc.
2. Hampton Tedder Electric Co.
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

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

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

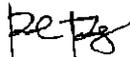
Vendor Name Urban Energy Solutions, Inc.
(Please Type or Print)

Address 3312 East Broadway Road
Phoenix, AZ 85040

Phone 480-282-9501 Fax 602-357-7403

Email justinrojas@urbanenergyinc.com Website www.urbanenergyinc.com

Name of Person Submitting Bid Justin Rojas

Signature  Date March 2, 2017

Position with Company President

NON-COLLUSION AFFIDAVIT

State of Arizona

County of Maricopa

Justin Rojas
Name

President
Title

Urban Energy Solutions, Inc.
Company Name

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

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

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

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

Signed: 

Title: President

Subscribed and sworn to before me

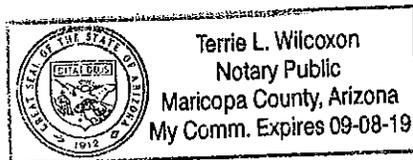
This 17th day of April, 2017


Signature of Notary Public in and for the

State of Arizona

County of Maricopa

My Commission Expires on _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2017

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 LIC #36-3066541 Willis of Illinois, Inc.	1-312-288-7700	CONTACT NAME:	
Willis Tower 233 South Wacker Drive, Suite 2000 Chicago, IL 60606		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Urban Energy Solutions, Inc.		INSURER A: ARCH INS CO	11150
3312 E. Broadway Phoenix, AZ 85040		INSURER B: STARR IND & LIAB CO	38318
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 49256881** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	41PKG8896108	03/01/17	03/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	41PKG8896108	03/01/17	03/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			1000023476	03/01/17	03/01/18	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	41WC18896008	03/01/17	03/01/18	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Any and all work performed by Urban Energy Solutions, Inc.

The following are included as Additional Insured(s) with respect to the General Liability only, per written contract:
CORE Construction Inc.

CERTIFICATE HOLDER	CANCELLATION
CORE Construction, Inc. Sylvia Mitchell 3036 E. Greenway Road Phoenix, AZ 85032	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 
USA	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Urban Energy Solutions, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 3312 East Broadway Road	Requester's name and address (optional)
	6 City, state, and ZIP code Phoenix, AZ 85040	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] [] []	
or	
Employer identification number	
[2] [6] - [4] [0] [5] [3] [0] [0] [8]	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ April 18, 2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

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

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

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

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

Contractor's Name/Company Name: Urban Energy Solutions, Inc.

Address, City, State, and Zip Code: 3312 East Broadway Road - Phoenix, AZ 85040

Phone Number: 480-282-9501 Fax Number: 602-357-7403

Printed Name and Title of Authorized Representative: Justin Rojas, President

Email Address: justinrojas@urbanenergyinc.com

Signature of Authorized Representative:  Date: April 17, 2017

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, Urban Energy Solutions, Inc., 3312 E. Broadway Road, Phoenix, AZ 85040
(hereinafter called Principal), as Principal, and Travelers Casualty and Surety Company of America

_____ a corporation organized and existing under the laws of the State
of Connecticut _____, with its principal office in the City of
Hartford _____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in
the amount of One Hundred Thousand and no/100--- (Dollars) (\$ 100,000.00), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for: Electrical and Lighting Products and Service

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

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

Witness our hands this 18th day of April 2017

Urban Energy Solutions, Inc.

Principal Seal

BY 

Travelers Casualty and Surety Company of America

Surety Seal

BY 

Nancy J. Luchtefeld Attorney-In-Fact

Member of Record



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231459

Certificate No. 007111051

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sue Dietrich, Laura L. McGahan, Mike Kuhl, Nancy J. Luchtefeld, David Zern, Jonathan Weber, and Sandy Miller, Andrea Clark, and Marisa Farrell

of the City of Morton, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 30th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.

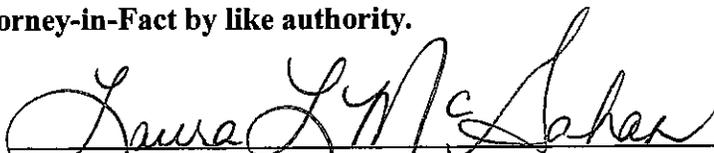


Marie C. Tetreault
Marie C. Tetreault, Notary Public

STATE OF Illinois

COUNTY OF Tazewell

On this 18th day of April, 2017 before me personally appeared Nancy J. Luchtefeld with whom I am personally acquainted, who, being by me duly sworn, said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.


Laura L. McGahan, Notary Public

NOTARY STAMP

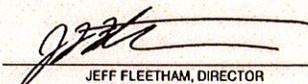
My commission expires:

Contractor's License. Provide a list of applicable Arizona Contractor's licenses held by your company. Include the Name of Licensee, Classification, and Number. Submit copies of licenses to perform work as proposed under this contract.

Urban Energy Solutions, Inc. holds the appropriate licenses to perform work as proposed under this contract.

CR-11 Contractors License No. 252925 - Electrical

B-1 Contractors License No. 276050 - General Commercial Contractor

LICENSE EFFECTIVE THROUGH: 02/28/2019
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Urban Energy Solutions Inc
CONTRACTORS LICENSE NO. 252925 CLASS CR11
Electrical
THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR



LICENSE EFFECTIVE THROUGH: 02/28/2018
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Urban Energy Solutions Inc
CONTRACTORS LICENSE NO. 276050 CLASS B-1
General Commercial Contractor
THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR





EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
URBAN ENERGY SOLUTIONS, INC.

[Work Orders]

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