



The following is a Cooperative Solicitation, released via Deer Valley Unified School District #97 as the lead agency for 1GPA:

Notice of Request for Proposal #24-14DV Band and Music Instruments, Supplies, Sheet Music and Services

- Proposal Due Date and Time:** March 27, 2024 at 2:00 P.M. Arizona Time
- RFP Opening Location:** Deer Valley Unified School District No. 97 – Lead Agency
Purchasing Services
21421 North 21st Avenue
Phoenix, Arizona 85027
- Electronic Submittals:** OpenGov Procurement – <https://procurement.opengov.com/portal/1gpa>
See enclosed information for submittal instructions.
- Last Day for Questions:** March 20, 2024
- Pre-Proposal Conference:** N/A

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


To be considered, solicitations shall be submitted electronically via OpenGov Procurement, <https://procurement.opengov.com/portal/1gpa>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

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

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



Christy Knorr, President
1GPA



Laura Szymanoski, Director of Purchasing Services
Deer Valley Unified School District

Date Issued: February 27, 2024

TABLE OF CONTENTS

Documents Referenced Page 3

Introduction Page 4

Definition of Terms Page 5

Uniform Instructions to Offerors Page 6

Uniform Terms and Conditions Page 11

Special Terms and Conditions Page 19

Scope of Work Page 25

Evaluation Criteria Page 27

Submittal Requirements & Proposal Format Page 28

Exhibit A – OpenGov Procurement Submission Instructions Page 31

DOCUMENTS REFERENCED

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

Arizona:

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

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

All Other States:

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

Federal:

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

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

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

INTRODUCTION

Who are we?

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

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

What do we do?

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

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

Why are we preferred?

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

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

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

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

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

DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

“Offer” means a response to a Solicitation.

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

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

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

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

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

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

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

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

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

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

UNIFORM INSTRUCTIONS TO OFFERORS

1. Inquiries

- A. **Duty to Examine** – It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** – Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** – Questions and/or clarifications concerning this solicitation will be accepted in writing through March 20, 2024 by 5:00 p.m. Request shall be transmitted via email or submitted through the OpenGov Procurement online portal located at <https://procurement.opengov.com/portal/1gpa>. Responses and amendments to this solicitation, if necessary, are scheduled to be issued by March 21, 2024 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any lead agency representative. For further assistance concerning this solicitation, contact Jen Stam, Procurement Specialist at jstam@1GPA.org.
- D. **Solicitation Amendments/Addenda** – The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead agency personnel.
- E. **Pre-Proposal Conference** – If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Proposal Opening** – Proposals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Proposals shall be opened immediately following the proposal due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.
- G. **Time Stamp** – Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.
- H. **Persons with Disabilities** – Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Proposal Preparation

- A. **Forms** – A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections** – The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under AAC R7-2-1030.
- C. **Signature(s) on Proposals** – The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

UNIFORM INSTRUCTIONS TO OFFERORS

- D. **Exceptions to Terms and Conditions** – All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted in writing by 1GPA.
- E. **Subcontracts** – Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. **Cost of Proposal Preparation** – 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** – Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- H. **Provision of Tax Identification Numbers** – Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- I. **Taxes**
1. **Federal Excise Tax** – Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
 2. **Transaction Privilege Taxes** – Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
 3. **Property Taxes** – Arizona School Districts/Public Entities do not pay state property taxes.
 4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
 5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.
- All Other States** – Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the 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 Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. **Solicitation Order of Precedence** – In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;

UNIFORM INSTRUCTIONS TO OFFERORS

7. Special Instructions
8. Uniform Instructions to Offerors.

L. **Delivery** – Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. Submission of Proposal

- A. **Proposal Submission** – Each Proposal shall be submitted electronically to OpenGov Procurement by the due date and time at <https://procurement.opengov.com/portal/1gpa>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.
- B. **Proposal Amendment or Withdrawal** – An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under AAC R7-2-1044.
- C. **Public Record/Confidentiality** – Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to AAC R7-2-1006.

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

D. **Certification** – By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the offeror has taken steps and exercised due diligence to ensure that no violation of ARS § 15-213(O) has occurred; and
2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, ARS § 41-1461 through 1465; and
3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and
5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or

UNIFORM INSTRUCTIONS TO OFFERORS

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

6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and
8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARS § 35-393 and Texas Gov't Code 2270.002; and
9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with ARS § 15-512; and
10. In accordance with ARS § 35-394, the Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

4. Additional Information

- A. **Unit Price Prevails** – Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Taxes** – The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.
- C. **Late Proposals, Modifications or Withdrawals** – A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in AAC R7-2-1044.
- D. **Disqualification** – The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Proposal Acceptance Period** – An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. **Payment** – Payments shall comply with the requirements of ARS Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** – Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel the Solicitation.

5. Award

- A. **Number or Types of Awards** – Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

UNIFORM INSTRUCTIONS TO OFFERORS

- B. **Contract Inception** – A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and the Lead Agency with authorized signatures on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. **Effective Date** – The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule AAC R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/Lead Agency Representative, **Laura Szymanoski, Director of Purchasing Services**.

A. Protest shall include:

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

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

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

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

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

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

UNIFORM TERMS AND CONDITIONS

1. Cooperative Purchasing

- A. **Cooperative Purchasing** – This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.
- B. **Cooperative Purchasing Agreements** – Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.
- C. **Cooperative Purchasing Contracts** – Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

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

- D. **Non-Exclusive Contract** – Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.
- E. **Lead Agency** – A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Deer 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 (ARS) § 15-213, and its implementing rules, Arizona Administrative Code (AAC) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the 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

UNIFORM TERMS AND CONDITIONS

- A. **Records** – Under ARS § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- B. **Audit** – At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **Inspection and Testing** – The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor’s facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.
- D. **Notices** – Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- E. **Advertising and Promotion of Contract** – Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.
- F. **Administration Fee** – 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror’s net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor’s unit prices and is not to be charged directly to the customer in the form of a separate line item.
- G. **Usage Reports** – The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.
- H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report via the 1GPA Vendor Portal.
- I. **Purchase Orders/Contracts** – All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation. 1GPA awarded vendors will need to verify the entity is a Member by checking the membership list at the link below before accepting Purchase Orders. If the entity is not on the membership list then the vendor will need to request the entity to reach out to 1GPA and sign and get approved the 1GPA membership.
- <https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0>
- J. **Invoicing of Administration Fee** – Upon receipt of contractor’s Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor’s failure to remit administrative fees in a timely manner consistent with the contract’s requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

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

UNIFORM TERMS AND CONDITIONS

4. Costs and Payments

- A. **Ordering Procedures** – Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.
- B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.
- C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice. 1GPA members in states that have different payment terms, shall follow the laws of the State they reside.
- D. **Progress Payments** – 1GPA will permit Members to make progress payments under the following conditions:
 - 1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
 - 2. Purchase order describes the amounts or percentages and the dates or frequency of payments
 - 3. Payments are made in full compliance with Member's local governing entity rules
- E. **Tax Indemnification** – Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- F. **IRS W-9** – In order to receive payment under any resulting Contract, Contractor shall have a current IRS W-9 Form on file with each Member.
- G. **Availability of Funds for the Next Fiscal Year** – Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. Contract Changes

- A. **Amendments** – The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. **Subcontracts** – The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. **Assignment and Delegation** – Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.
- D. **Novation** – If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- E. **Contract Placed on Hold** – 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. Risk and Liability

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

UNIFORM TERMS AND CONDITIONS

- B. **General Indemnification** – To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** – To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure**
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. Warranties

- A. **Liens** – The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality** – Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 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.

UNIFORM TERMS AND CONDITIONS

D. **Inspection/Testing** – The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to ARS § 12-510, except as provided in ARS § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in ARS Title 12, Chapter 5.

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

8. **Contractual Remedies**

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

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

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

9. **Contract Termination**

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

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

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

D. **Suspension or Debarment** – 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public

UNIFORM TERMS AND CONDITIONS

procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

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

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

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

10. Contract Claims

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

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

11. Federal and State Requirements

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

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

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O’Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)

UNIFORM TERMS AND CONDITIONS

10. Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR"),
 11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
 12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.
- B. **Offshore Performance** – Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- C. **Contractor's Employment Eligibility** – By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** – In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member.
- F. **Terrorism Country Divestments** – Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** – For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- H. **Affordable Care Act** – Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- J. **2 CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200. All Vendors submitting proposals must complete the 2 CFR 200 Certification Form contained within this document.

UNIFORM TERMS AND CONDITIONS

- K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.
- L. **Civil Rights Compliance** – In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least \$1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following link:

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

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

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 of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.
5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals.
6. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.
7. **PROPOSAL ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, 1GPA requires a Proposal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
8. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.
9. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.
10. **TIME STAMP:** Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.
11. **AWARD:** Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use

SPECIAL TERMS AND CONDITIONS

tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.

12. **DISCUSSIONS:** In accordance with AAC R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.
13. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to AAC R7-2-1047, 1GPA shall issue a written request for Best and Final Offers pursuant to AAC R7-2-1048. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.
14. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of the 1GPA Members. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The decision to award multiple contracts, award only one contract, or make no awards rests solely with 1GPA. **Offerors are not required to propose on all items specified in this Request for Proposal.**
15. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.
16. **PRICING:** Contract pricing must be based upon:
 - 1) Fixed discount(s) off published price list(s) or catalog(s)
 - 2) Firm fixed price
 - 3) A combination of the above
17. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
18. **DISCOUNTS:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable products or services or categories. There will be no reduction of minimum discount(s) during the term of contract.
19. **PRICE STRUCTURES:** Contractors are responsible for providing copies of or access to current product prices.

List Price/Catalogs: Pricing can be provided via an MSRP, a manufacturer's list price, a vendor's catalog or price list, etc. Contractors shall continuously monitor and provide price updates when available.

Verifiable Price Index: A 24/7 publicly available and verifiable price schedule can be provided. This dynamic pricing structure is updated automatically as the advertised price updates to market conditions and competitive benchmarking. This ensures that Members receive savings as the Contractor recognizes them.

20. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers may include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment

SPECIAL TERMS AND CONDITIONS

contingencies occur, the Contractor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and resulted from an increased cost to the Contractor that was out of the Contractor's control. Price increases, if any, should not exceed the Federal CPI.

21. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
22. **VOLUME DISCOUNTS:** The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract.
23. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
24. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.
25. **PRODUCT DISCONTINUANCE:** 1GPA may award a contract for a particular manufacturer and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues the product or model, 1GPA at its sole discretion may allow the Offeror to provide a substitute for the discontinued item. The Offeror shall request permission to substitute a new product or model and provide the following:
 - A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
 - F. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.
26. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be \$1 Million annually. A current list of 1GPA Members may be found at:

<https://shorturl.at/fjlyV>

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

27. **MEMBERSHIP VERIFICATION:** Contractor will need to verify the entity is a Member by checking the membership list at the link above in paragraph 26 before accepting Purchase Orders. If the entity is not on the membership list, the Contractor shall advise the entity to reach out to 1GPA to complete the membership process.

SPECIAL TERMS AND CONDITIONS

- 28. SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed 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.
- 29. DELIVERY:** Unless otherwise agreed upon between Offeror and a Member, delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Offeror shall be responsible for delivery of items in good condition at point of destination and return of all items that do not meet specifications. Offeror shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices.
- 30. PROTECTION OF MEMBERS:** The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.
- The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.
- 31. BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Proposal by any vendor but is only enumerated in order to advise potential offerors of the requirements of 1GPA. Any Proposal which proposes like quality, design or performance will be considered.
- 32. NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
- 33. CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 34. DEFECTIVE PRODUCTS:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.
- 35. EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.
- 36. 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.
- 37. RESPONSIBILITY OF OFFERORS:** Factors to be considered in determining if a Offeror is responsible may include:
- A. The Offeror's financial, material, personnel and other resources, including subcontractors;
 - B. The Offeror's record of performance and integrity.
 - C. Whether the Offeror has been debarred or suspended;

SPECIAL TERMS AND CONDITIONS

- D. Whether the Offeror is qualified legally to contract with a public entity; and
- E. Whether the Offeror supplied all necessary information concerning its responsibility.

- 38. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses, certifications and permits required by the operation of the business conducted by the contractor.
- 39. **INSPECTION:** Services provided will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment.
- 40. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
- 41. **WARRANTY:** All products offered shall be covered by the manufacturer's standard warranty. Workmanship shall be warranted for a minimum of one year from the date of acceptance of the project.
- 42. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
- 43. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to 1GPA Members.

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

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

- 44. **DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY:** Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporation herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (ARS) § 18-552 et seq – Notification of Security System Breaches; ARS § 44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information
- 45. **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.

SPECIAL TERMS AND CONDITIONS

- 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 Member, replace such personnel with personnel of substantially equal ability and qualifications.

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

1GPA may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

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

SCOPE OF WORK

1. PURPOSE:

The purpose of this Request for Proposal (RFP) is to establish a contract with a highly qualified and experienced firms(s) that provide a full range of band and music instruments, supplies, sheet music and services as outlined in this solicitation for 1GPA Members (Members) as needed.

2. BACKGROUND:

1GPA is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Deer Valley Unified School District #97 is located in Arizona and serves Phoenix, Glendale, Peoria, Anthem, New River, Cave Creek and unincorporated areas of Maricopa County. The Deer Valley Unified covers over 367 square miles and is one of the largest PreK-12 districts in the state with approximately 31,707 students, 16 Elementary Schools, 15 K-8 Schools, 3 Middle Schools, 5 High Schools, One K-12 Online Academy, One Alternative Campus, and One Pathways Program/School. The items and/or services listed under this Scope of Work may or may not apply to the specific needs of Deer Valley Unified School District.

3. SCOPE OF WORK:

The scope of work for this contract includes an extensive array of band and music instruments, supplies, accessories, sheet music and accompaniments. Services such as repair, tuning, cleaning and maintenance for band and musical instruments are also included in the scope of work for this contract.

This is NOT an “All or Nothing” solicitation. Offerors are encouraged to submit proposals on single or multiple categories and/or for single or multiple regions. The categories listed below are examples of products and services needed, however, this is not intended to be an exclusive list. ***Offerors are not required to provide products and services in all scope of work areas to be considered for award.***

3.1 BAND AND MUSICAL INSTRUMENTS may include, but are not limited to:

- Bass
- Bongo
- Cello
- Clarinet
- Cymbal
- Drum Kit
- Flute
- French Horn
- Guitar
- Harp
- Keyboard
- Oboe
- Orff Instruments
- Piano
- Saxophone
- Trombone
- Trumpet
- Tuba
- Viola
- Violin

3.2 BAND AND MUSIC ACCESSORIES AND SUPPLIES may include, but are not limited to:

- Audio Cables
- Cleaning Rags
- Guitar Picks
- Instrument Cases
- Instrument Racks
- Mallets
- Microphones and Stands
- Mouth Pieces
- Music Stands
- Reeds
- Replacement Strings
- Shoulder Rests
- Speakers
- Storage Cabinets

SCOPE OF WORK

3.3 SHEET MUSIC AND ACCOMPANIMENTS

- 3.3.1 Firm shall provide fully licensed sheet music and related items appropriate for music directors, performers, teachers, students, etc.;
- 3.3.2 selection should include sheet music and accompaniment tracks for a variety of ensembles and instruments;
- 3.3.3 types of sheet music and accompaniments should include an extensive collection of different genres and styles including but not limited to concert band, marching band, jazz, orchestra and choral music;
- 3.3.4 offer a dedicated website with an on-line catalog with the accessibility to purchase, download and print sheet music and tracks;
- 3.3.5 walk-in retail locations with the option of in-store pick-up and/or delivery during normal business hours.

3.4 SERVICES: REPAIR, TUNING, CLEANING AND MAINTENANCE – Firm shall adhere to the following if musical instrument repair, tuning, cleaning and maintenance services are offered:

- 3.4.1 have the expertise, tools, equipment, materials and technical ability to perform repairs, tuning, cleaning and maintenance as requested by Member;
- 3.4.2 have the appropriate training certifications in the location in which the Member is requesting service;
- 3.4.3 adhere to all Federal, State, County and Municipal government, regulations, rules, ordinances and industry standards set by the applicable trade association;
- 3.4.4 adhere to all manufacturer recommendations to not void any applicable warranties;
- 3.4.5 offer services during normal business hours, after hours, weekend, emergency and holiday hours;
- 3.4.6 services shall be completed in a mutually agreed upon timeframe. Contractor shall immediately contact the Member if there are any changes to the return date or repair cost.

3.5 INSTRUMENT RENTAL

It is desired to offer instruments to Members of 1GPA as a rental service as needed. Supplemental rental agreements will be negotiated between the Contractor and the Member directly (see Special Terms and Conditions #6 on page 19). All rental instruments shall be factory new or in like-new condition. Instruments must be ready for use and in playing condition upon delivery or pick-up. Contractor is responsible for routine maintenance of rental items. Loaner instruments shall be provided, in the event that the original rental instrument is being repaired and/or serviced.

3.6 USED INSTRUMENTS FOR PURCHASE

Contractor may offer quality used band and music instruments as requested by the 1GPA Member.

EVALUATION CRITERIA

EVALUATION CRITERIA

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

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

- A. Cost (300 points possible)** – Overall pricing offered across the country will be considered.
- B. Overall Program Offered (275 points possible)** – The overall strategy, range of products, and process as related to the Scope of Work to meet the needs of 1GPA Members including, fulfilling requirements and delivery of products and services.
- C. Experience, Expertise and Qualifications (250 points possible)** – Experience, expertise and qualifications of the firm and key personnel in providing required services. Previous experience with similar or like products and services as outlined in this RFP is also considered.
- D. Value Added Services Offered and Marketing Plan (125 points possible)** – Other related products or services that add value to the 1GPA Members utilizing the contract offered at little or no cost, the ability to serve a national member base and the Offeror's marketing plan.
- E. Responsiveness (50 points possible)** – Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

1. ELECTRONIC SUBMITTAL REQUIRED

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

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

2. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPENGOV PROCUREMENT

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

VENDOR SUBMISSIONS THROUGH OPENGOV PROCUREMENT

OPENGOV: PROPOSAL – SECTION 1

- 1.1 You will be asked to confirm you have read through and met all of the proposal requirements.
- 1.2 You will be asked to upload a complete proposal (without cost). The proposal shall be prepared to include at least the following information in the sequence outlined below:

COMPLETE PROPOSAL:

TAB 1 – GENERAL INFORMATION

- 1A Provide a letter of interest stating the firm's full and complete understanding of the requirements of the Scope of Work detailed within this RFP and the ability of the firm to comply with all terms, requirements and conditions of the resultant contract.
- 1B Provide the name and contact information including phone number and email address for any inquiries regarding the proposal.

TAB 2 – PROGRAM OFFERED

- 2A Acknowledge which category of products as outlined in Paragraphs 3.1 through 3.3 (pages 25-26) of the Scope of Work are offered by your firm. If a category does not apply to your business indicate so with N/A (Not Applicable).
 - Band and Musical Instruments
 - Band and Music Accessories and Supplies
 - Sheet Music and Accompaniments

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

- 2B Provide information regarding any online ordering system your firm offers. Include search functionalities, ability to display contract pricing, ability to identify alternate products, side-by-side product comparisons, on-line ordering, download features, order tracking, access to order history, etc.
- 2C Describe your firm's process for identifying backorders or out of stock items and the options available.
- 2D Provide information on your firm's return policy.
- 2E Describe your firm's statement of warranty. Include extended warranty options if available.
- 2F Provide information on your options for delivery and pick-up of instruments and supplies and/or the shipping and handling process.
- 2G Provide the number, size and location of your firm's central offices, distribution facilities, warehouses and retail locations, as applicable.
- 2H Identify your ongoing support program and if 1GPA Members will have a dedicated account representative to resolve questions and problems.
- 2I Address services your firm offers and the general requirements in Paragraph 3.4 Services: Repairs, Tuning, Cleaning and Maintenance (3.4.1-3.4.6 on page 26) of the Scope of Work, if applicable.
- 2J In Regard to Services: Repairs, Tuning, Cleaning and Maintenance, if offered:
- Describe your firm's capability of supporting the servicing of instruments.
 - Define normal business and non-business hours (emergencies, after-hours and holidays) for services provided and response times.
 - Address whether repair, tuning, cleaning and maintenance are handled by in-house personnel or outsourced.
- 2K Describe your firm's process for offering rental equipment and include a schedule of available rental equipment (Paragraph 3.5), if offered.
- 2L Describe in detail how your firm handles used instruments for purchase (Paragraph 3.6), if offered.

TAB 3 – EXPERIENCE, EXPERTISE AND QUALIFICATIONS

- 3A Provide a summary of your firm's history and qualifications in providing products and services as referenced in the scope of work for this solicitation. Include a history of the firm including how long the firm has been in business.
- 3B Provide your firm's experience in providing products and services as referenced in the scope of work for this solicitation to clients similar to 1GPA's membership base.
- 3C Provide information regarding your key personnel's expertise in servicing and supporting this contract including experience, years of service in the industry, licenses held and any awards or certifications received.
- 3D Describe any membership and affiliations with the National Association of School Music Dealers (NASMD), National Association of Professional Band Instrument Repair Technicians (NAPBIRT), or other similar industry organizations.

TAB 4 – VALUE-ADD SERVICES AND MARKETING PLAN

- 4A Identify any other value-added services your firm will offer 1GPA Members. Value-added services are those your firm will offer at little or no cost that support your firm's primary business and are aligned with the scope of this contract.
- 4B Confirm your firm's understanding of the Cooperative Purchasing Program and how you will comply with the contract administration requirements of 1GPA.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

- 4C Describe your process for volume tracking and reporting to 1GPA. See page 12, #3 Contract Administration and Operation paragraphs G through J for more information.
- 4D Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.

OPENGOV: COST – SECTION 2

- 2.1 Confirm your firm's understanding that 1GPA's 1% administration fee shall be included in the net price. Contractor shall not add the administration fee to approved contract prices.
- 2.2 Download, complete and upload the Discount Schedule Excel document in this section.
- 2.3 Download, complete and upload the Service Rates Excel document in this section.
- 2.4 Download, complete and upload the Regional Pricing Excel document in this section.
- 2.5 Upload any additional cost information. Manufacturer's price lists/catalogs and/or vendor's own price list/catalogs may be uploaded in this section, as applicable.

OPENGOV: REQUIRED FORMS – SECTION 3

- 3.1 Other forms (as referenced below) under this solicitation are located on the OpenGov Procurement portal. Follow the prompts to download the forms and upload the completed forms as part of your firm's submittal.
- Offeror's Proposal & Contract Acceptance Form
 - 2CFR Section 200 Certification Form
 - Antitrust Certification Form
 - Certificate of Insurance Form
 - Confidential Proprietary Submittal Form
 - Debarment Certification Form
 - Financial Questionnaire – Held Confidential
 - MWBE and HUB Form
 - Non-Collusion Affidavit Form
 - IRS W-9 Form

OPENGOV: OTHER – SECTION 4

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

- 4.1 Contract Contact – You will be asked to provide the name and contact information for the person 1GPA will communicate after contract award if your firm is selected.
- 4.2 Company Logo – You will be asked to upload your company logo in either a .jpg or .eps format.
- 4.3 Firm Introduction – You will be asked to provide a 1-2 sentence introduction to your company which will serve as your company's introduction on our exclusive Member Portal **if awarded**. This will enable Members to determine what type of services and/or products your company provides at a glance if they are not already familiar.
- 4.4 OPTIONAL: You may also upload a short (two minutes or less) introductory video if desired.

EXHIBIT A – OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

1GPA utilizes the OpenGov Procurement portal to accept electronic responses. For technical questions related to your submission, please contact OpenGov Procurement by clicking on the blue chat button on the bottom right corner of the procurement portal or the “?” on the top right corner to access the Help Center. You can also find Vendor Training Videos at <https://help.procurement.opengov.com/en/articles/5815468-opengov-procurement-vendor-training>.

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

- Your submission must be uploaded, finalized, and submitted prior to the Due Date and Time of:

MARCH 27, 2024 AT 2:00 PM MST ARIZONA TIME OR AS AMENDED

- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before the Due Date to begin the uploading process and to finalize your submission.

Please follow these instructions to submit via the OpenGov Procurement portal:

1. Create an OpenGov Procurement Account:

- Register to access solicitation documents and upload responses using the link below by selecting “**Subscribe**” to create an account.
- To get detailed notifications and updates about a specific project, navigate to the project’s main page, and click “**Follow**”. Ultimately it is the sole responsibility of each Bidder/Offeror to periodically check the OpenGov Procurement site for any notices, amendments, and addenda.

2. Prepare your submission materials:

- Click “**Draft Response**” to respond to a project.
- Follow the steps to apply. Each step and its status are listed on the left-hand side of the page. You will need to work through each of the steps and sections before you are able to submit your proposal. The steps can vary depending on what’s required for the project. If all sections have been completed, you will see a green check next to the status.
- Do not embed any documents within your uploaded files, as they may not be accessible or evaluated. Acceptable file formats include *Microsoft Word Doc, Microsoft Excel, PDF, CSV, PNG, and JPG*. Other application file types may not be accessible or evaluated by 1GPA after upload.
- Once all steps indicate a green check, click on “**Submit Proposal**”. This will submit your response. A proposal needs to be submitted to be considered complete. You will receive an email confirmation once you submit your proposal.
- Solicitation amendments shall be acknowledged through the OpenGov Procurement portal during proposal submission. If an amendment is issued after your proposal has been submitted to the portal, unsubmit your proposal, acknowledge the new addendum, and then resubmit the proposal.

3. Important Notes:

- Requested information and documents are sealed and not visible to 1GPA until after the Due Date and Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You can change your submittal up until the submission deadline by clicking on “**Unsubmit Proposal**” at the bottom of the page.