



Invitation for Bid
AEPA #019.5-B
Playground & Recreational Equipment

Part A – Terms and Conditions

Notice to Bidders

Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. ET, Thursday, February 28, 2019

For Bids: 019-A Telescopic Bleachers & Stadium Seating and 019-B Playground and Recreational Equipment.

Each bid package consists of multiple parts:

- Part A – Terms and Conditions**
- Part B – Specifications**
- Part C – Member Agency (State) Terms and Conditions**
- Part D – Questionnaire**
- Part E – Signature Forms**
- Part F – Discount & Pricing Workbook**

All bids shall be submitted online via Public Purchase by the due date and time listed above. Note that Bidders must be able to provide their proposed products and services in up to 27 states including California, Colorado, Connecticut, Florida, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

AEPA bid documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and an opening record will be posted to Public Purchase. Bids will be publicly opened at 1:30 PM ET on February 28, 2019, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI.

Bid & Contract Timeline:

January 21, 2019	Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, www.aepacoop.org .
February 5, 2019	Pre-Bid Conference Call (optional)
February 15, 2019	Deadline for questions from Bidders
February 28, 2019 - 1:30 pm ET	Deadline for Bid Submittals and Bid Reading via Public Purchase
March 29, 2019	Contract Recommendations posted on Public Purchase and the AEPA website, www.aepacoop.org
April 8-9, 2019	AEPA Approval of bids
April 15, 2019	Vendor Partner’s submit required documentation to Member

	Agencies
May 1, 2019, through February 28, 2020	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2020 – February 2023	Annual contract renewal dates subject to approval by AEPA

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	larche.hardy@paec.org	2,700,000
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,046,026
Illinois	Illinois Learning Technology Purchase Program	Rachael Brewer	rbrewer@iltpp.org	2,028,000
Iowa	Iowa Educators Consortium	Joni Puffett	jpuffett@iec-ia.org	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	tina.smith@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.org	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Tim Looock	tim.loock@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Jeremy Kovash	jkovash@lscs.org	842,932
Missouri	Cooperating School Districts	Matt Goodman	khackworth@edplus.org	885,204
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	Craig.peterson@esucc.org	300,000
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,369,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	106,863
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,700,000
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	5,700,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	279,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Jane Wray	jane.wray@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	nwerner@newboces.com	91,000
			Total Students:	38,037,480

Part A – Table of Contents

I.	ABOUT AEPA.....	4
II.	BID PROCEDURES	4
	A. ISSUING AGENCY	4
	B. PRE-BID VOLUNTARY CONFERENCE	5
	C. QUESTIONS.....	5
	D. BIDDER QUALIFICATIONS.....	5
	E. BID SECURITY.....	6
	F. BID SUBMISSION.....	6
	1. <i>Preparation of the Bid Response</i>	6
	2. <i>Format of a Bid Submission</i>	7
	3. <i>Bid Transmittal</i>	8
	G. BID EVALUATION	8
	H. CONTRACT AWARD AND IMPLEMENTATION.....	10
III.	RESPONSIBILITIES OF A VENDOR PARTNER	10
IV.	RESPONSIBILITIES OF AEPA MEMBER AGENCIES	11
V.	GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES.....	11

I. About AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-seven (27) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

AEPA requires that Bidders only respond if they are able to offer prices equal to or lower than what they ordinarily offer on separate, single school district, single state or multi-state contracts that have equal or lesser volume. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members' expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively bid contracts (see the Summary of State Participation by Bid Category Table).

II. Bid Procedures

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 27 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will submit their response in the required formats (PDF, Word, Excel) of all files requested along with complete catalogs via Public Purchase by the due date and time of this IFB. Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will submit their response online, electronically via Public Purchase (www.publicpurchase.com). Responses will be evaluated by bid oversight committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.'

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal

(RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.*

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call on Tuesday, February 5, 2019, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Tuesday, February 5, 2019

IFB	Eastern	Central	Mountain	Pacific
019.5-B Playground & Recreational Equipment	11:30 AM	10:30 AM	9:30 AM	8:30 AM

Join Conference: <https://zoom.us/j/312845161>

Conference Call Number: 1-669-900-6833

Meeting ID: 312 845 161#

C. Questions

All questions from Bidders must be submitted online through Public Purchase, **AEPA will not accept questions in any other format.** All questions received during the IFB process will be available via Public Purchase. All Bidders will be automatically notified through email when AEPA responds to a question asked by a Bidder. It is the Bidders responsibility to check Public Purchase for any questions and answers prior to the bid deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue an addenda during the solicitation process, all Bidders will be automatically notified through email of the released addenda. AEPA is not responsible for Bidders not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this IFB after Bid Opening, but prior to the approval of the contract, should be submitted to aeпа-bids@googlegroups.com.

Questions regarding this IFB after Notification of Approval should be submitted to aeпа-president@googlegroups.com.

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

E. Bid Security

If required, bids shall be accompanied by a satisfactory bid security. This will vary by category and will be noted in Part B. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 58328, on or prior to the exact due date and time. A bidder must include a PDF copy of the bid security with their response on Public Purchase. If a Bidder fails to submit a copy of the bid security via Public Purchase and/or fails to submit the bid security by the due date and time, its response shall be deemed non-responsive and will not be considered.

When a bid security is required, the amount of the bid security for each category will be listed in Part B. An acceptable bid security will have the principal being the Bidder and the Association of Educational Purchasing Agencies listed as the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response

- a. The IFB is published in multiple parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. Part C includes specific state terms and conditions. Part D, E and F are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Bidder's response. Some bid categories may contain additional Parts or Forms. All Forms should be uploaded as indicated by the stated requirements.
- b. All bid responses shall be on the forms provided by AEPA for each IFB found in Public Purchase.
- c. Bid Forms requiring signatures shall be submitted by the person authorized to sign the bid response. Failure to properly sign the bid documents will result in the response being deemed non-responsive.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency

and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Bidders will submit all documents, **in their required formats**, online via Public Purchase by the due date and time of the IFB.
- b. The Bid Security, if applicable, must be submitted following the guidelines mentioned in II. Bid Procedures, E. Bid Security.

3. Bid Submittal Documents

Document Development: Bid forms for this IFB are published in Public Purchase, in both Word, Excel and PDF formats. Bidders may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Bid Proposal Checklist. Please scan and upload all documents to Public Purchase following the Bidder's Proposal Checklist, any additional documents or files other than those listed below that may be requested and/or related to the this IFB.

- a. **Bid Security:** Not all categories require a bid security. **If required**, include a scanned PDF copy of the Bid Security with the Bidder's proposal on Public Purchase. NOTE: Bidder's must follow the Bid Security guidelines mentioned prior in II. Bid Procedures, E. Bid Security. Failure to follow these guidelines will result in the Bidder being deemed non-responsive and will not be considered.
- b. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Please review Part C and submit the required state documents with your bid. Submit all state specific forms as one (1) form in PDF format.
- c. **Part D – Questionnaire:** Complete the form provided. The questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and commerce processes. The Company Information form provides background information on the Bidder's company. Submit the form as one (1) individual form.
NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded. If the company is publicly traded, a complete Annual Financial Report from the most recent year is REQUIRED. Scan the Letter of Line of Credit and/or Annual Report into a PDF document and title as per the instructions in Document Development above. Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before February 28, 2019 at 1:30 ET.
- d. **Part E – Signature Forms:** Complete the form provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
- e. **Part F – Discount & Pricing Schedules Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
- f. **Warranties, Additional Services:** In response to Part F, the Bidder may be asked to provide a price schedule for warranties, etc. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
- g. **Additional Discounts:** In response to Part F, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
- h. **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Bidder's most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled

as per the instructions in Document Development above.

4. **Bid Transmittal – Uploaded to Public Purchase by February 28, 2019, at 1:30 p.m. ET.**

It is the responsibility of the Bidder to be certain that the bid submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact due date and time of February 28, 2019, at 1:30 PM ET.

If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 58328, on or prior to the exact due date and time. Failure to submit a copy with the response and to send the official bid security to AEPA will result in the Bidder being deemed non-responsive and will not be considered. Bids and bid securities not meeting the due date and time will not be accepted. Bid securities must be submitted in a sealed envelope properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. Bid securities received late will not be opened and will be deemed non-responsive.

If the designated location for receiving the bid security is closed due to an unforeseen circumstance on the day the bid security is due (due date), the bid security will be due at the same time on the next day the building is open. Responsive bids will be opened and the name of each Bidder and other appropriate information will be posted to Public Purchase.

G. Bid Evaluation, Approval and Award: Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies and procedures; AEPA Member Agencies' policies and procedures. Approval of prospective Vendor Partners and award of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed in this bid.

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:

- a. Submitted on time.
- b. Materially satisfy all mandatory requirements identified throughout the IFB.
- c. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
- d. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
- e. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
- f. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.

2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs,

electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives with equal or lesser volume. Non-responsive bids will not be considered for approval and award.

3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:
 - a. Submitted a responsive bid;
 - b. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
 - c. A demonstrated and documented satisfactory track record of performance in the national market place;
 - d. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
 - e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
 - f. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

4. **Cost Evaluation:**
 - a. Cost and price schedules conform to and provide the information required in Part B of this bid;
 - b. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with equal or lesser volume;
 - c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
 - d. Line Item Bid: Lowest responsive, responsible Bidder(s); or
 - e. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Bidders. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;
 - f. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award.

H. Contract Award and Implementation

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the bid response, a Bidder becomes a "Vendor Partner" for AEPA.

Recommendations for approval by AEPA will be posted to Public Purchase and the AEPA website on March 29, 2019. Bidders who are being recommended to AEPA by the Bid Committees and will have their proposal reviewed at the Spring Meeting, April 8-9, 2019, will be invited to present for 15 minutes, if

approved by AEPA, to the group to educate all 27 states on your company, products, etc.

Once the approved Bidders have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 27) who had indicated an interest in participating and send Part C (if applicable), Part D, E and F to each of the participating AEPA Member Agencies. Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency' representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

III. Responsibilities of A Vendor Partner

A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

IV. Responsibilities of AEPA Member Agencies

- A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
 3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
 4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
 5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
 6. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

V. General Terms and Conditions for All Agencies

For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below:

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in the months of April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA request that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

Affirmative Action: An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Bid and Contract Award Form (see Form B) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part C, (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bid Opening: Bids shall be opened in the manner designated in this document. The name of each Bidder shall be posted to Public Purchase and the AEPA website.

Bid Security: For specific categories, there are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The requirement for a bid security will be specified in Part B of the IFB. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and uploaded with other bid documents to Public Purchase. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, on or prior to the exact due date and time mentioned in this bid. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions

Bidder, Offeror and Vendor Partner are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

1. **Prospective Bidder:** has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).
2. **Recommended Bidder:** has been approved by AEPA for its AEPA Member Agencies for contract

consideration.

3. **Vendor Partner:** has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bidder Acceptance Period: In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Bonding: The Vendor Partner agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Vendor Partner and the appropriate AEPA Oversight Committee shall be notified of such failure and shall take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA's decision shall be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Captions, Headings and Illustrations: The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies: the submission of the bid did not involve collusion or other anti-competitive practices; the Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and the Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of

acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract **will be equal to or better than** those offered to any present or future customer or cooperative that have equal or lesser volume. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Bidder shall notify the AEPA oversight committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review and findings, AEPA reserves the right to take following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Bid Preparation: Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believes it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating

Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.

Delivery Terms, Conditions and Requirements

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five (5) years.

EDGAR Compliance: Vendors may be required to complete Education Department General Administrative Regulations (EDGAR) compliance certification. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies' have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to

accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B: Specifications; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

External Procurement Unit: means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4): Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.

1. **Certificate of Insurance:** The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.
2. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Bids: Late bids will not be accepted. All bids must be submitted online via Public Purchase by the due date and time of this IFB.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local Public Body: A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer's agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with

apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. Multiple Approvals and Awards: Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Nonprofit, Non-Public Educational Institutions and other Nonprofit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code): is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner 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. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. **Standard Ordering Process:** Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction related bids. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.
2. **Special Ordering Process:**
 - a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
 - b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
 - c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
 - d. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
 - e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
 - f. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.

3. Electronic Ordering (Optional by AEPA Member Agency):

- a. When a Vendor Partner based online ordering system is available, the following functionality is preferred:
- b. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
- c. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.
- d. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
- e. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
- f. Electronic ordering systems that list catalog price and AEPA discounted price.
- g. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
- h. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- i. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence shall prevail:

1. Member Agency Specific terms and conditions
2. Specifications and scope of work
3. General terms and conditions
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and Copyright Indemnification: To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggy Back Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Prevailing Wage: Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

Pricing: Within Part A: Bid Specifications and in the required forms, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. **The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in Part B, bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.
 - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - iii. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
 - iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
 - b. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.
 - i. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
 - ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices twice a year at the time of renewal at the AEPA Spring and Winter meetings. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA meeting. The request must

- specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Member Agencies.
- iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
 - iv. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership. Requests should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter or Spring meeting.
- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (RSMeans, Gordian) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.
- d. **RSMeans (Construction Related Bids only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RS Means or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:
- i. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted,
 - a. Building Construction Cost Data Book
 - b. Facilities Construction Cost Data
 - c. Facilities Maintenance & Repair Cost Data
 - d. Site Work & Landscape Cost Data Book
 - ii. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.
 - iii. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
 - iv. Pricing must be done by Location codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
 - v. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.
 - vi. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.
- e. **Alternative Method of Costing:** This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual, project or sole source. The alternative pricing is calculated as follows:
- i. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements

and specifications and the most cost effective solution. All quotes must be made available upon request.

- ii. The Bidder must indicate the percent of overhead and /or markup as part of the their response to be added to these costs to obtain the normal and customary retail price.
- iii. The AEPA price is calculated by taking the product and services to cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.

2. **Secondary Pricing Methods (Catalog Bids only, see Part B for category designation):** Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:

- a. **Customized Price List:** Bidders are required to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Up to 100 items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
- b. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions: The price reduction is available to all AEPA Member Agencies equally. The price reduction is for a specific time period, no less than thirty (30) days. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such. The original price for products/services is not exceeded after the time limit. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

Prime Vendor Partner: For the purpose of this bid, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such

in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be: of a quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information | Catalogs | Price Lists: Bidders shall include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the bid response. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - a. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - c. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - a. The name, address and telephone number of the protester;
 - b. The original signature of the protester or its representative;
 - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - d. A detailed statement of the factual grounds or legal basis for the protest;

- e. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - f. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10) days of the date the protester knows or should have known the basis of the protest per the following:
 - a. **Bid Due Date:** Knows or should have known the basis of the protest upon the bid due date or ten (10) days after the bid due date, send protest to Bid Question Coordinator (aepa-bids@googlegroups.org).
 - b. **AEPA Approval:** Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval, send protest to AEPA President (aepa-president@googlegroups.org).
 - c. **Contract Award:** Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award, send protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
 4. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
 5. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

Provisions Required by Law: By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

Public Purchase: An easy-to-use platform that provides Bidders with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time stamped and logged as part of the solicitation process.

Public Record: All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to Public Purchase and the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation, must be submitted online in Public Purchase per IFB and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted online via Public Purchase.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to aepa-bids@googlegroups.org.
3. After notification of AEPA contract approval, questions should be submitted via email to aepa-president@googlegroups.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at aepa-president@googlegroups.org.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective bid representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted bid response including, but not limited to, clarifying questions. Bidders may be requested to submit such answers in writing but will not be allowed to change or alter their bid.

Safety Measures: Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

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 that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

Suspension or Debarment Status: If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Bid and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, cancelled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desire to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of 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. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating

Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
2. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
3. The Vendor Partner fails to observe any of the terms and conditions of the contract;
4. The Vendor Partner fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Bids: Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; the various pricing methodologies and/or methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's/bids, AEPA has established the following two (2) types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and /or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Catalog for specific products, product lines, manufacturers or category of products as determined by the Bidder. See the Pricing section for detailed information on Catalog pricing.
2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variable and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.

Vendor Partner: Bidder who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this IFB.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.



Invitation for Bid
AEPA #019.5-B
Playground & Recreational Equipment

Part A – Terms and Conditions

Notice to Bidders

Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. ET, Thursday, February 29, 2019

For Bids: 019-A Telescopic Bleachers & Stadium Seating and 019-B Playground and Recreational Equipment.

Each bid package consists of multiple parts:

- Part A – Terms and Conditions**
- Part B – Specifications**
- Part C – Member Agency (State) Terms and Conditions**
- Part D – Questionnaire**
- Part E – Signature Forms**
- Part F – Discount & Pricing Workbook**

All bids shall be submitted online via Public Purchase by the due date and time listed above. Note that Bidders must be able to provide their proposed products and services in up to 27 states including California, Colorado, Connecticut, Florida, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

AEPA bid documents can be downloaded after registering, at no cost, on Public Purchase at www.publicpurchase.com. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and an opening record will be posted to Public Purchase. Bids will be publicly opened at 1:30 PM ET on February 28, 2019, at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI.

Bid & Contract Timeline:

January 21, 2019	Publication of IFB available through Public Purchase. Notification will also be posted to the AEPA website, www.aepacoop.org .
February 5, 2019	Pre-Bid Conference Call (optional)
February 15, 2019	Deadline for questions from Bidders
February 28, 2019 - 1:30 pm ET	Deadline for Bid Submittals and Bid Reading via Public Purchase
March 29, 2019	Contract Recommendations posted on Public Purchase and the AEPA website, www.aepacoop.org
April 8-9, 2019	AEPA Approval of bids
April 15, 2019	Vendor Partner’s submit required documentation to Member

	Agencies
May 1, 2019, through February 28, 2020	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2020 – February 2023	Annual contract renewal dates subject to approval by AEPA

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	larche.hardy@paec.org	2,700,000
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,046,026
Illinois	Illinois Learning Technology Purchase Program	Rachael Brewer	rbrewer@iltpp.org	2,028,000
Iowa	Iowa Educators Consortium	Joni Puffett	jpuffett@iec-ia.org	510,010
Kansas	Southeast Kansas Education Service Center	Tina Smith	tina.smith@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.org	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Tim Looock	tim.loock@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Jeremy Kovash	jkovash@lscs.org	842,932
Missouri	Cooperating School Districts	Matt Goodman	khackworth@edplus.org	885,204
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	Craig.peterson@esucc.org	300,000
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,369,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	106,863
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,700,000
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	5,700,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	279,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Jane Wray	jane.wray@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	nwerner@newboces.com	91,000
			Total Students:	38,037,480

Part A – Table of Contents

I.	ABOUT AEPA.....	4
II.	BID PROCEDURES	4
	A. ISSUING AGENCY	4
	B. PRE-BID VOLUNTARY CONFERENCE	5
	C. QUESTIONS.....	5
	D. BIDDER QUALIFICATIONS.....	5
	E. BID SECURITY.....	6
	F. BID SUBMISSION.....	6
	1. <i>Preparation of the Bid Response</i>	6
	2. <i>Format of a Bid Submission</i>	7
	3. <i>Bid Transmittal</i>	8
	G. BID EVALUATION	8
	H. CONTRACT AWARD AND IMPLEMENTATION.....	10
III.	RESPONSIBILITIES OF A VENDOR PARTNER	10
IV.	RESPONSIBILITIES OF AEPA MEMBER AGENCIES	11
V.	GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES.....	11

I. About AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-seven (27) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

AEPA requires that Bidders only respond if they are able to offer prices equal to or lower than what they ordinarily offer on separate, single school district, single state or multi-state contracts that have equal or lesser volume. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members' expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively bid contracts (see the Summary of State Participation by Bid Category Table).

II. Bid Procedures

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 27 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will submit their response in the required formats (PDF, Word, Excel) of all files requested along with complete catalogs via Public Purchase by the due date and time of this IFB. Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will submit their response online, electronically via Public Purchase (www.publicpurchase.com). Responses will be evaluated by bid oversight committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.'

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal

(RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.*

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call on Tuesday, February 5, 2019, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Tuesday, February 5, 2019

IFB	Eastern	Central	Mountain	Pacific
019.5-B Playground & Recreational Equipment	11:30 AM	10:30 AM	9:30 AM	8:30 AM

Join Conference: <https://zoom.us/j/312845161>

Conference Call Number: 1-669-900-6833

Meeting ID: 312 845 161#

C. Questions

All questions from Bidders must be submitted online through Public Purchase, **AEPA will not accept questions in any other format.** All questions received during the IFB process will be available via Public Purchase. All Bidders will be automatically notified through email when AEPA responds to a question asked by a Bidder. It is the Bidders responsibility to check Public Purchase for any questions and answers prior to the bid deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue an addenda during the solicitation process, all Bidders will be automatically notified through email of the released addenda. AEPA is not responsible for Bidders not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this IFB after Bid Opening, but prior to the approval of the contract, should be submitted to aepa-bids@googlegroups.com.

Questions regarding this IFB after Notification of Approval should be submitted to aepa-president@googlegroups.com.

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

E. Bid Security

If required, bids shall be accompanied by a satisfactory bid security. This will vary by category and will be noted in Part B. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 58328, on or prior to the exact due date and time. A bidder must include a PDF copy of the bid security with their response on Public Purchase. If a Bidder fails to submit a copy of the bid security via Public Purchase and/or fails to submit the bid security by the due date and time, its response shall be deemed non-responsive and will not be considered.

When a bid security is required, the amount of the bid security for each category will be listed in Part B. An acceptable bid security will have the principal being the Bidder and the Association of Educational Purchasing Agencies listed as the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response

- a. The IFB is published in multiple parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. Part C includes specific state terms and conditions. Part D, E and F are to be filled out in their entirety and submitted online via Public Purchase in their required formats with the Bidder's response. Some bid categories may contain additional Parts or Forms. All Forms should be uploaded as indicated by the stated requirements.
- b. All bid responses shall be on the forms provided by AEPA for each IFB found in Public Purchase.
- c. Bid Forms requiring signatures shall be submitted by the person authorized to sign the bid response. Failure to properly sign the bid documents will result in the response being deemed non-responsive.
- d. In case of an error in extension of prices in the bid, unit prices shall govern.
- e. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- f. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- g. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency

and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Bidders will submit all documents, **in their required formats**, online via Public Purchase by the due date and time of the IFB.
- b. The Bid Security, if applicable, must be submitted following the guidelines mentioned in II. Bid Procedures, E. Bid Security.

3. Bid Submittal Documents

Document Development: Bid forms for this IFB are published in Public Purchase, in both Word, Excel and PDF formats. Bidders may download the documents once they are registered with AEPA on Public Purchase. All documents must be titled properly and submitted in their required format as noted in the Bid Proposal Checklist. Please scan and upload all documents to Public Purchase following the Bidder's Proposal Checklist, any additional documents or files other than those listed below that may be requested and/or related to the this IFB.

- a. **Bid Security:** Not all categories require a bid security. **If required**, include a scanned PDF copy of the Bid Security with the Bidder's proposal on Public Purchase. NOTE: Bidder's must follow the Bid Security guidelines mentioned prior in II. Bid Procedures, E. Bid Security. Failure to follow these guidelines will result in the Bidder being deemed non-responsive and will not be considered.
- b. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Please review Part C and submit the required state documents with your bid. Submit all state specific forms as one (1) form in PDF format.
- c. **Part D – Questionnaire:** Complete the form provided. The questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and commerce processes. The Company Information form provides background information on the Bidder's company. Submit the form as one (1) individual form.
NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded. If the company is publicly traded, a complete Annual Financial Report from the most recent year is REQUIRED. Scan the Letter of Line of Credit and/or Annual Report into a PDF document and title as per the instructions in Document Development above. Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before February 28, 2019 at 1:30 ET.
- d. **Part E – Signature Forms:** Complete the form provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
- e. **Part F – Discount & Pricing Schedules Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
- f. **Warranties, Additional Services:** In response to Part F, the Bidder may be asked to provide a price schedule for warranties, etc. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
- g. **Additional Discounts:** In response to Part F, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided by AEPA) and should be presented in an Excel workbook and titled as per the instructions in Document Development above.
- h. **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Bidder's most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled

as per the instructions in Document Development above.

4. **Bid Transmittal – Uploaded to Public Purchase by February 28, 2019, at 1:30 p.m. ET.**

It is the responsibility of the Bidder to be certain that the bid submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact due date and time of February 28, 2019, at 1:30 PM ET.

If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 58328, on or prior to the exact due date and time. Failure to submit a copy with the response and to send the official bid security to AEPA will result in the Bidder being deemed non-responsive and will not be considered. Bids and bid securities not meeting the due date and time will not be accepted. Bid securities must be submitted in a sealed envelope properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. Bid securities received late will not be opened and will be deemed non-responsive.

If the designated location for receiving the bid security is closed due to an unforeseen circumstance on the day the bid security is due (due date), the bid security will be due at the same time on the next day the building is open. Responsive bids will be opened and the name of each Bidder and other appropriate information will be posted to Public Purchase.

G. Bid Evaluation, Approval and Award: Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies and procedures; AEPA Member Agencies' policies and procedures. Approval of prospective Vendor Partners and award of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed in this bid.

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:

- a. Submitted on time.
- b. Materially satisfy all mandatory requirements identified throughout the IFB.
- c. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
- d. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
- e. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
- f. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.

2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs,

electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives with equal or lesser volume. Non-responsive bids will not be considered for approval and award.

3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:
 - a. Submitted a responsive bid;
 - b. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
 - c. A demonstrated and documented satisfactory track record of performance in the national market place;
 - d. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
 - e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
 - f. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

4. **Cost Evaluation:**
 - a. Cost and price schedules conform to and provide the information required in Part B of this bid;
 - b. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with equal or lesser volume;
 - c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
 - d. Line Item Bid: Lowest responsive, responsible Bidder(s); or
 - e. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Bidders. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;
 - f. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award.

H. Contract Award and Implementation

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the bid response, a Bidder becomes a "Vendor Partner" for AEPA.

Recommendations for approval by AEPA will be posted to Public Purchase and the AEPA website on March 29, 2019. Bidders who are being recommended to AEPA by the Bid Committees and will have their proposal reviewed at the Spring Meeting, April 8-9, 2019, will be invited to present for 15 minutes, if

approved by AEPA, to the group to educate all 27 states on your company, products, etc.

Once the approved Bidders have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 27) who had indicated an interest in participating and send Part C (if applicable), Part D, E and F to each of the participating AEPA Member Agencies. Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency' representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

III. Responsibilities of A Vendor Partner

A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

IV. Responsibilities of AEPA Member Agencies

- A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
 3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
 4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
 5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
 6. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

V. General Terms and Conditions for All Agencies

For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below:

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in the months of April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA request that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

Affirmative Action: An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Bid and Contract Award Form (see Form B) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part C, (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bid Opening: Bids shall be opened in the manner designated in this document. The name of each Bidder shall be posted to Public Purchase and the AEPA website.

Bid Security: For specific categories, there are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The requirement for a bid security will be specified in Part B of the IFB. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and uploaded with other bid documents to Public Purchase. If applicable, a hard copy of the bid security must be in the actual possession of AEPA at Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, on or prior to the exact due date and time mentioned in this bid. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions

Bidder, Offeror and Vendor Partner are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

1. **Prospective Bidder:** has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).
2. **Recommended Bidder:** has been approved by AEPA for its AEPA Member Agencies for contract

consideration.

3. **Vendor Partner:** has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bidder Acceptance Period: In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Bonding: The Vendor Partner agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Vendor Partner and the appropriate AEPA Oversight Committee shall be notified of such failure and shall take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA's decision shall be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Captions, Headings and Illustrations: The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies: the submission of the bid did not involve collusion or other anti-competitive practices; the Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and the Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of

acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract **will be equal to or better than** those offered to any present or future customer or cooperative that have equal or lesser volume. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Bidder shall notify the AEPA oversight committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review and findings, AEPA reserves the right to take following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Bid Preparation: Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believes it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating

Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.

Delivery Terms, Conditions and Requirements

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five (5) years.

EDGAR Compliance: Vendors may be required to complete Education Department General Administrative Regulations (EDGAR) compliance certification. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies' have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to

accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B: Specifications; and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

External Procurement Unit: means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4): Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.

1. **Certificate of Insurance:** The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.
2. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Bids: Late bids will not be accepted. All bids must be submitted online via Public Purchase by the due date and time of this IFB.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local Public Body: A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer's agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with

apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. Multiple Approvals and Awards: Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Nonprofit, Non-Public Educational Institutions and other Nonprofit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code): is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner 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. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. **Standard Ordering Process:** Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction related bids. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.
2. **Special Ordering Process:**
 - a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
 - b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
 - c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
 - d. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
 - e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
 - f. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.

3. Electronic Ordering (Optional by AEPA Member Agency):

- a. When a Vendor Partner based online ordering system is available, the following functionality is preferred:
- b. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
- c. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.
- d. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
- e. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
- f. Electronic ordering systems that list catalog price and AEPA discounted price.
- g. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
- h. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- i. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence shall prevail:

1. Member Agency Specific terms and conditions
2. Specifications and scope of work
3. General terms and conditions
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and Copyright Indemnification: To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggy Back Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Prevailing Wage: Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

Pricing: Within Part A: Bid Specifications and in the required forms, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. **The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in Part B, bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.
 - i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 - ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - iii. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
 - iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
 - b. **Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes: Product Category, Product Description, Manufacturer, Manufacturer SKU, Vendor SKU, Unit of Measure, Item List Price, AEPA Bid Price.
 - i. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
 - ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices twice a year at the time of renewal at the AEPA Spring and Winter meetings. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA meeting. The request must

- specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Member Agencies.
- iii. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
 - iv. **New Products/Services:** Vendor Partner may submit new products or technologies that are within the original scope of work for the bid, to be added to the contract pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership. Requests should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter or Spring meeting.
- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (RSMeans, Gordian) that is self-contained and consists of a turn-key solution that includes a complete line-item listing of all of the products, supplies, materials, equipment, services, accessories and options with their description, specifications, terms, conditions and associated pricing for each item, sub-assemblies and/or assemblies. The Bidder provides a percent of discount or fixed multiplier/factor to be applied to total project cost to allow for individual state conditions and requirements and to arrive at the AEPA price.
- d. **RSMeans (Construction Related Bids only):** It is important for Vendor Partners to breakout all costs (quantity and price) of all items listed under RS Means or an Alternative Pricing method. This includes all quoted items not on the approved AEPA bid submittal. The following are minimum requirements for using RSMeans for quoting projects to AEPA Member Agencies:
- i. The Contractors must use the current year and standard cost data. Only the following cost data titles will be excepted,
 - a. Building Construction Cost Data Book
 - b. Facilities Construction Cost Data
 - c. Facilities Maintenance & Repair Cost Data
 - d. Site Work & Landscape Cost Data Book
 - ii. All work proposed under RSMeans must use RSMeans format, even if subcontractors are used.
 - iii. An RSMeans spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full RSMeans number and a sufficient amount of the description. This also applies to change orders.
 - iv. Pricing must be done by Location codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
 - v. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the RSMeans spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the RSMeans spreadsheet total and show the detail for each of the items stated above. This detail will be provided to that AEPA State Agency and the AEPA Buyer as required.
 - vi. All change orders which list items covered by RSMeans must be supported by an RSMeans spreadsheet.
- e. **Alternative Method of Costing:** This method covers any product and/or service not covered by catalog pricing, published price list, line-item price list, automated system for pricing, or is a product and/or service due to the projects or applications specifications, conditions and /or requirements that need to be custom designed, developed, manufactured and/or produced to meet the requirements of an individual, project or sole source. The alternative pricing is calculated as follows:
- i. The Bidder must prepare, issue and receive three written quotes from available suppliers and select the supplier that offers the products and services that meet the stipulated requirements

and specifications and the most cost effective solution. All quotes must be made available upon request.

- ii. The Bidder must indicate the percent of overhead and /or markup as part of the their response to be added to these costs to obtain the normal and customary retail price.
- iii. The AEPA price is calculated by taking the product and services to cost to the Contractor plus the indicated percent of profit/overhead to equal the normal and customary retail price. The Contractor will then subtract the approved AEPA discount to obtain the AEPA price. Example: item cost \$1,000; percent of profit/overhead of 20% equals retail price of \$1,200; less the AEPA discount of 10% or \$120 equals the AEPA price of \$1,080.

2. **Secondary Pricing Methods (Catalog Bids only, see Part B for category designation):** Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:

- a. **Customized Price List:** Bidders are required to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Up to 100 items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
- b. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions: The price reduction is available to all AEPA Member Agencies equally. The price reduction is for a specific time period, no less than thirty (30) days. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such. The original price for products/services is not exceeded after the time limit. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

Prime Vendor Partner: For the purpose of this bid, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such

in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be: of a quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information | Catalogs | Price Lists: Bidders shall include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the bid response. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - a. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - c. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - a. The name, address and telephone number of the protester;
 - b. The original signature of the protester or its representative;
 - c. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - d. A detailed statement of the factual grounds or legal basis for the protest;

- e. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - f. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten (10) days of the date the protester knows or should have known the basis of the protest per the following:
 - a. **Bid Due Date:** Knows or should have known the basis of the protest upon the bid due date or ten (10) days after the bid due date, send protest to Bid Question Coordinator (aepa-bids@googlegroups.org).
 - b. **AEPA Approval:** Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval, send protest to AEPA President (aepa-president@googlegroups.org).
 - c. **Contract Award:** Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award, send protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
 4. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
 5. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

Provisions Required by Law: By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

Public Purchase: An easy-to-use platform that provides Bidders with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time stamped and logged as part of the solicitation process.

Public Record: All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to Public Purchase and the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation, must be submitted online in Public Purchase per IFB and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted online via Public Purchase.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to aepa-bids@googlegroups.org.
3. After notification of AEPA contract approval, questions should be submitted via email to aepa-president@googlegroups.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at aepa-president@googlegroups.org.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective bid representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted bid response including, but not limited to, clarifying questions. Bidders may be requested to submit such answers in writing but will not be allowed to change or alter their bid.

Safety Measures: Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

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 that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

Suspension or Debarment Status: If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Bid and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, cancelled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desire to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of 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. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating

Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
2. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
3. The Vendor Partner fails to observe any of the terms and conditions of the contract;
4. The Vendor Partner fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

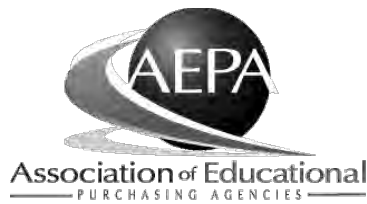
Type of Bids: Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; the various pricing methodologies and/or methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's/bids, AEPA has established the following two (2) types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and /or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Catalog for specific products, product lines, manufacturers or category of products as determined by the Bidder. See the Pricing section for detailed information on Catalog pricing.
2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variable and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solutions' cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See the Pricing section for detailed information on Line-Item pricing.

Vendor Partner: Bidder who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this IFB.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.



Invitation for Bid AEPA #019.5-B Playground & Recreational Equipment

Part B – Specifications

Table of Contents

- 1. Scope of Bid 1
- 2. Type of Bid..... 4
- 3. Anticipated AEPA Member Agency Participation..... 4
- 4. Glossary of Terms and Abbreviations 5
- 5. Special Terms and Conditions 5
- 6. Standard Specifications [Fixed Specifications] 6
- 7. Product | Category Specific Specifications 7
- 8. Pricing – See Pricing section in Part A – General Terms & Conditions for details.....23

1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 27) in one or more of the following lots.

Provide playground and recreational equipment, play and waterpark structures, modular and concrete skate parks, surfacing materials, site furnishings, shelter structures, fitness equipment and early childhood aids for teaching perception and motor skills.

AEPA Members have long recognized the essential role that play and recreational activities contribute to childhood physical development and maintaining an individual’s health through their lifetime. However, in order to provide a sound educational environment for all levels students, community youth, and general public; the equipment, structures and fixtures must be well designed, easily maintained, safe and attractive to all ages.

The table below provides the names of equipment suppliers which AEPA desires to see included in proposals. This list is not all inclusive, but represents a portion of the equipment suppliers available within this market.

Type of Equipment:

- 1. **Playground Equipment** - A complete and comprehensive catalog of all park and playground equipment (for all ages) including, but not limited to, complete systems, stand-alone activities, system components, replacement parts and related accessories available from the Proposer.
- 2. **Water Park Equipment** - A complete and comprehensive catalog of equipment (for all ages) including, but not limited to, interactive water features, slide activity centers, urban water features,

water related play areas (splash pads, water cannons, rain trees, water buggy, etc.), accessories and custom solutions, water management systems, aquatic fitness equipment, shade sails, complete systems, stand-alone activities, replacement parts and related accessories available from the Proposer.

3. **Skate Park Equipment** - A complete and comprehensive catalog for all types of concrete and modular Skate Park, equipment, replacement parts, and related accessories.
4. **Sun Shade, Shelters, Conventional and Waterless Restrooms, Concession, Kiosks, Gate Houses, Pool and Aquatic Buildings** - A complete and comprehensive catalog of products available from the Proposer.
5. **Services** - The complete range of services, such as but not limited to, site evaluation, installation, design, layout, landscape architect, repair, maintenance, equipment removal and disposal, product testing, and any other related services.

All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications and that American Disabilities Act (ADA) regulations.

Vendors should assist AEPA Members in assessing, evaluating and determining the safety and operational status of the various types of equipment, structures and fixtures found within playgrounds, park setting, and recreational facilities. Providing AEPA Members with a complete and comprehensive report identifying areas of concern and equipment needing maintenance, repair and/or replacement. Vendors should work with the AEPA Members in developing a short-term action plan to remediate, resolve and/or remove any unsafe conditions and establish a long-term maintenance program for maintaining AEPA Members facilities in good working conditions.

Upon request, the Vendor should be able to assist the AEPA Members and its design professional in the design and layout for new playgrounds, water parks, skate parks, and recreational and public facilities. Provide, if required, AEPA Members with necessary construction services for demolition, site preparation, ADA requirements, and installation of all equipment.

Provide AEPA Members with the necessary training and support services to allow their staff to conduct safety inspections, to perform maintenance according to manufactures instructions, and install or replace equipment, structures and fixtures according to manufactures specifications.

General Requirements

The standards and specifications provided below are intended to establish minimum requirements for Proposer and provide a general overview of the quality and type of products and services being requested. Any products and services offered are to meet or exceed current AEPA State Building Codes. AEPA Members reserve the right to reject any and all products and services offered that, in their opinion, do not meet, or exceed AEPA State Building Codes.

1. F1148 Standard Consumer Safety Performance Specification for Home Playground Equipment
2. F1292 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment
3. F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
4. F1918 Standard Safety Performance Specification for Soft Contained Play Equipment
5. F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
6. F2049 Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas
7. F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
8. F2223 Standard Guide for ASTM Standards on Playground Surfacing

9. F2373 Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months
10. F2479 Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing
11. F2334 Standard Guide for Above Ground Public Use Skate Park Facilities
12. F2480 Standard Guide for In-ground Concrete Skate Park
13. F2698 Standard Guide for Fences for Above-Ground and In-ground Skate Park Facilities
14. F2376 Standard Practice for Classification Design Manufacture Construction and Operation of Water Slide Systems
15. F2461 Standard Practice for Manufacture Construction Operation and Maintenance of Aquatic Play Equipment
16. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
17. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastom
18. U.S. Consumer Product Safety Commission, Publication 325, Handbook for Public Playground Safety
19. For any project the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. It is the Proposer's responsibility for compliance to ADA and ADAAG requirements for products and services offered.
20. Any contract awarded are indefinite-quantity contract. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on a detailed scope of work and in compliance with one of the approved pricing methodologies.
21. The Proposer must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of athletic and recreational lighting systems, construction and related trades and utilities work which may be part of any athletic facility project.
22. The Proposer must be willing, able and have the ability and capacity to provide all labor, materials, and equipment required to provide design services, site inspection and preparation services, and construction services. These services may be provided by the Proposer's own crews and staff or by subcontractors contracted and supervised by the Proposer. It should be noted that the level of the Proposer's involvement will depend on the Member's requirements.
23. The Proposer is responsible for ensuring that the design and construction drawings and manual clearly indicate, identify and communicate the products, services and testing that must be provided to deal with site preparation and public utilities; sub-base-works, drainage systems, concrete and asphalt base-works; and surfaces that are in accordance and comply with AEPA State Building Codes.
24. For any project the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. It is the Proposer's responsibility for compliance to ADA and ADAAG requirements for products and services offered.
25. If only providing products, the Proposer must provide the AEPA Member with construction guidelines, requirements, and recommendations for the site preparation sub-base and surfacing requirements.
26. If any part of the design or construction work is to be performed by the AEPA Member architect and/or a third party not associated with the Proposer, the Proposer, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If work is not acceptable, the Proposer must notify the Member immediately in writing stating what is not acceptable and how the determination was made.
27. Cost for temporary utility services electrical, water, gas, etc., that is utilized during the construction process will be identified and agreed upon in writing by the AEPA Member. Utility services (electrical,

water, gas, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the contractor and can only be transferred to the AEPA Member on written agreement specifically stating what contractor's utilities it will be responsible for. Copies of such agreements shall be provided to AEPA Member prior to a purchase order being issued.

28. All work will be in compliance with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the AEPA Member representative of the situation. The contractor will not construct any sub-assembly, structure, or device or produce any condition that intentionally violates a fire, health, safety or building code.

Quality Assurance

1. The Proposer will only utilize factory certified tradesmen that are licensed in the AEPA Member State to perform all installation work. If the installation of materials is not considered construction, then the installers does not need to be license.
2. All material shall be guaranteed to the extent that:
 - a. Installed in accordance and the manufacturer's specifications.
 - b. Will perform as specified per the manufacturer's specifications.

2. Type of Bid

This bid is considered a:

YES	NO	TYPE OF BID
√		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
	√	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Proposer specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate? Yes or No	Other States Member Sells In
California	Yes	AZ,NV
Colorado	Yes	
Connecticut	Yes	MA,ME,NH, NY, RI,VT
Florida	Yes	AL,GA
Illinois	No	
Indiana	Yes	
Iowa	Yes	IL,SD
Kansas	Yes	OK
Kentucky	Yes	AL,GA,LA,MS, NC,SC,TN,WV
Massachusetts	No	
Michigan	Yes	
Minnesota	Yes	SD

Missouri	No	AR,IL,LA,SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	No	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	No	
Pennsylvania	Yes	DE,HA, MD,NY,
Texas	Yes	
Virginia	Yes	
Washington	No	AK,ID
West Virginia	Yes	PA, MD
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Proposer. Each AEPA Member Agency will make that determination after reviewing Proposer responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

Playground and Recreational Equipment is a new category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$9 to \$11 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

- a. ASTM - American Society for Testing & Materials International standards and testing, <http://www.astmnewsroom.org>
- b. IPEMA - International Play Equipment Manufacturers Association, <https://ipema.org/>.
- c. NRPA - National Recreation and Park Association <https://www.nrpa.org>
- d. CPSC - Consumer Products Safety Commission <https://www.cpsc.gov>
- e. ADA - American Disabilities Act <https://www.ada.gov>

4. Special Terms and Conditions

1. Acceptable bid security will be in an amount of \$100,000 with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.
2. The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufactures' warranty, whichever is longer.
3. Contractor's License: Each of the 27 states covered by this solicitation has its own state licensing qualifications, requirements and processes. The Vendor Partner is responsible for knowing each

state's requirements and codes. At the time of the response, Vendor Partner must be able to comply with all licensing requirements. For those states where licenses are required, a copy of the appropriate licenses authorizing the Vendor Partner to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be provided within 5 business days of request, and must have been in effect as of the date this bid was issued. If the Vendor Partner intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the Vendor Partner within 10 business days following request. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.

5. Standard Specifications [Fixed Specifications]

Item	Description
6.1	The Proposer will have access to a full inventory of the awarded product line.
6.2	The Proposer shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.
6.3	<p>Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Proposer will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.</p> <p>In the case of a delay, the Proposer will notify the Buyer within five (5) business days. The Buyer will notify the Proposer within seven (7) business days whether to proceed or cancel the order. The Buyer will be under no obligation to select a different product or service if the order is cancelled if the contractor is unable to deliver on time.</p>
6.4	Proposers must be a manufacturer's authorized sales and service dealer for all proposed equipment, products, or installation. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Proposer and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
6.5	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.6	If the Proposer intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Proposer must identify all providers and any and all associated costs with these providers.
6.7	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.8	Proposers must be able to supply paper catalogs or electronic catalogs where requested. The non-electric catalog shall have a cover label indicating that the catalog's content, the agency's contract number, discount level(s) and any special ordering instructions. The electronic catalog shall have in its instruction the agency's contract number, discount level(s) and any special ordering instructions.
6.9	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.

Item	Description
6.10	Orders not filled and partials shall be indicated on the packing list. Proposer shall inform member of anticipated availability date for unfilled and partial orders.
6.11	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.12	Proposer has the option to offer private label products. Proposer shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.13	The Proposer need to have the capacity of receiving Buyers order 24-hours either by fax or e-mail.
6.14	If the Proposer makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Proposer agrees to pay for cost of any returned product due to a pricing error.
6.15	Proposer shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.
6.16	Shipping Costs: The Bidder can offer free or flat-rate shipping. Case on Delivery (COD) is not an acceptable method to ship items to AEPA and its Members. If shipping is charged, the actual cost of delivery will be added to the buyer invoice. In the case of LTL(Less-Than Truckload) or Full Truck shipments, the shipping terms will be “FOB Destination, freight prepaid and added to buyer invoice” AEPA is a nonprofit organization and its Members are educational and governmental agencies, the sell must make a good faith effort to choose a freight carrier and shipping rate that is competitively priced to AEPA and its Members.

6. Product | Category Specific Specifications

Item	Description
Lot 1	Playground General
7.1.1	The Proposer must be able to demonstrate that the proposed playground equipment is designed and developed to minimize the risk of injury to children. Proposer must describe firms and manufacturer’s products and services offered.
7.1.2	The Consumer Products Safety Commission (CPSC) has determined that certain kinds of playground equipment are more hazardous than others. AEPA Members will not accept on contract the following types of equipment for public playground: roller slides; multiple occupancy swings, animal figure swings, rope swings, swinging exercise rings, trapeze bars and trampolines. Under certain conditions, some of the restricted items are permitted by Consumer Products Safety Commission (CPSC) guidelines. If you offer any of the restricted equipment, cite the CPSC reason for inclusion and how you will ensure that the end user understands the risks and conditions in which they are accepting this equipment.
7.1.3	AEPA Member reserves the right to reject any of the following equipment, without cause: <ol style="list-style-type: none"> 1) Equipment greater than 10 feet in height; 2) Wood products not treated with approved chemicals; 3) Basketball nets made from chain; 4) Teeter-totters without limiters; 5) Merry-go-rounds; 6) Swings attached to play structures.
7.1.4	Indoor play equipment: <ol style="list-style-type: none"> 1) If a wood product, solid, hard maple, is preferred.

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> 2) Plywood or particleboard is not acceptable for play products or furniture. 3) Tabletops may be particleboard if plastic laminated and non-warping. 4) Plywood panels may be used in toddler chairs if framed with maple. 5) Other hardwoods may be substituted for maple, but AEPA Member reserves the right to determine if the substitution is acceptable. 6) All lacquered or painted surfaces must be guaranteed as “safe for children’s toys”.
7.1.5	<p>Outdoor Play Equipment</p> <ul style="list-style-type: none"> 1) Steel pipes on outdoor playground equipment, must be galvanized throughout. All ferrous metals must be painted, galvanized or treated to prevent rust. 2) Wood used in outdoor active play equipment should be pine or redwood. <ul style="list-style-type: none"> a. The pine must be pressure treated; redwood may be natural. b. If you offer some other woods, explain why they meet or exceed the quality of redwood or pine. c. Creosote, pentachlorophenol, and tributyl oxide are too toxic or imitating to be used as a preservative, as are pesticide-containing finishes. Copper and zinc naphthenates and berates may be used to treat wood. d. All outdoor wood components should have a 12-year warranty.
7.1.6	Complete instructions for installing outdoor play equipment must be provided to the AEPA Member.
7.1.7	<p>Fasteners</p> <ul style="list-style-type: none"> 1) When installed and tightened according to manufacturer's instructions. 2) All fasteners, connections and covering devices should not loosen or be removable without the use of tools. 3) Lock washers, self-locking nuts or other locking means shall be provided for all nuts and bolts. 4) No part of the assembly should be able to be dismantled without tools. 5) All fasteners must be corrosion resistant and have no rough or sharp edges that can cause injury. 6) All S-hooks must be as tightly closed as possible. 7) Any parts requiring lubrication should have easy access or be self-lubricating.
7.1.8	<p>Metal Surfaces</p> <ul style="list-style-type: none"> 1) Metal surfaces on platforms and slide must be fabricated and be coated with a vinyl or power coated finish in such a manner as to avoid burn injury.
7.1.9	All products offered under this lot must meet or exceed the outdoor equipment standards of the guidelines published by the CPSC in the following areas: stairways and ladders; rungs and other hand-gripping components; handrails; access and transition from platforms; platforms and protective barriers.
7.1.10	The Proposer must be able to provide maintenance/repair products and services with qualified service technicians, who possess the knowledge, background and experience with all of the equipment being offered under this category. The Proposer will use only replacement parts and materials that meet or exceed the specifications of the original manufacturer’s parts.
7.1.11	<p>The following are intended to establish minimum standards for Quality and Safety of products:</p> <ul style="list-style-type: none"> 1) All equipment offered as part of the Proposer’s response must comply with latest edition of ASTM F 1487 and provide proof from the manufacturer of the equipment satisfies the requirement of the standard. 2) All equipment, surface impact attenuation of surface systems under and

Item	Description
Lot 1	Playground General
	<p>around playground equipment, and engineered wood fiber for use as playground safety surface under and around playground equipment must be meet IPEMA Certification and conform to the following ASTM1487.01, ASTM F1292-99, ASTM F2075/4.6, U.S. Consumer Products Safety Commissions Standard, Americans with Disabilities Act (ADA) requirements for accessibility and ASTM F1951 for ADA requirements for surface material. A copy of certification to standards must be provided.</p> <ol style="list-style-type: none"> 3) As an alternate, equipment offered can to conform to the German standard for safety of playground equipment, DIN 7926 4) The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed. 5) All playgrounds designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points. 6) When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard. 7) The Proposer will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the playground area. If the Proposer has any concerns and/or issues relating to the project, the Proposer is responsible for communicating these in writing to the AEPA Member.
7.1.12	<p>The Proposer will provide installation instruction, site drawing, and drainage plans by a licensed professional for member to be used by the installer of the play equipment installer. To include but not limited to:</p> <ol style="list-style-type: none"> 1) Number of play features that are ADA accessible. 2) ADA accessible routes. 3) Site preparation for installation of play equipment and surfacing to include borders, walkways, pad for surfacing materials, etc. 4) If engineered wood fiber is used, then rubber mats will need to be provided in the excessive wear areas, such as slide exits, under swings, and sliding poles, mat should be placed on 6" of surfacing with another 6" of surfacing on top of mat. 5) Access paths of resilient tiles or poured in place surfacing to be used, when possible, to permit wheelchair access to play equipment. 6) All surfacing materials will meet CPSC guidelines and ATSM requirements.
7.1.13	<p>All components of a playground system offered must meet or exceed all of the standards and specifications specified herein and shall have warranties.</p> <ol style="list-style-type: none"> 1) All moving parts will be fully guaranteed against corrosion, deterioration and/or workmanship for at least two (2) years after installation and acceptance by the AEPA Member. Any exceptions shall be clearly stated in the Proposer's response. 2) Artificial play surfaces must be guaranteed against material defects and workmanship for five (5) or more years. 3) Plastic and metal components will be guaranteed against corrosion, deterioration and/or workmanship for at least ten (10) years. 4) All outdoor wood components to have a 12-year warranty. 5) Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs will

Item	Description
Lot 1	Playground General
	<p>be guaranteed against corrosion, deterioration and/or workmanship for at least fifteen (15) years.</p> <p>6) All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware will be guaranteed against structural failure due to corrosion, deterioration or workmanship for fifty (50) or more years.</p> <p>7) For the first two (2) years after any playground system installation, the Proposer must be able to perform two annual inspections of the installed system. Proposer will provide the AEPA Member with a written inspection report showing the conditions of the equipment and any/all recommended maintenance or repairs that need to be made. Provide any expenses that are not covered by the warranty.</p>
7.1.14	<p>Installation</p> <ol style="list-style-type: none"> 1) Manufacturer will submit complete specifications for all play equipment offered. 2) All playground equipment will be professionally installed by licensed factory certified crew per manufacturer specifications. 3) Site Inspection: <ol style="list-style-type: none"> a. All sites will be examined for suitability prior to any site preparation and installation of equipment by the Proposer. b. If the proposed site is to be prepared by the AEPA Member installer, the Proposer must communicate all site requirements and conditions prior to accepting the proposed project. c. Prior to installing any equipment, the Proposer must accept the site conditions as meeting all requirements. d. Prior to installation, the natural features of the site will be evaluated for suitability with the results reported to the AEPA Member. These features will include topography (drainage), soil conditions, vegetation, climate (direction of prevailing winds, seasonal sun angles) and natural forces (flood plain). e. The location of underground and overhead power utilities, telephone, gas, cable and water lines will be determined prior to installation of playground equipment. f. Playgrounds will not be built over underground utilities or beneath high power lines. g. Bicycle trails and pedestrian pathways will not be intrusive. 4) Footing and Surface Mounting: <ol style="list-style-type: none"> a. Unless otherwise specified by AEPA State Building Codes, all footings shall be 34" below Finished Grade on all in-ground play events/posts. b. If surface mounting is required, a 2" below grade surface mount detail will be supplied. c. Other types of anchoring for specialty installation shall be available upon request.
7.1.15	<p>Equipment</p> <ol style="list-style-type: none"> 1) Playground equipment may be manufactured using steel, aluminum, plastic, or recycled materials. 2) Purified fractional-melt high-density polyethylene (HDPE), if used, will have all food residues, waste and adhesives removed prior to molding or extrusion. 3) Multiple-melt flow high- or low-density polyethylene (HDPE/LDPE) will be purified and contain no oils from food or adhesives.

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> 4) The use of composites of LDPE and a secondary fiber (such as sawdust) will not be permitted, unless independent lab studies document that the resulting product is not vulnerable to moisture deterioration, termite damage or failure at low temperatures. 5) Commingled plastics will not be permitted. 6) If tires are used in any part of the structure, the color will not rub off on children or their clothes. 7) Product-specific maintenance kits will be provided with each play system.
7.1.16	<p>The following items are intended to establish minimum standards for and level of quality of materials requested.</p> <ul style="list-style-type: none"> 1) All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts by the use of color-coordinated coatings such as zinc plating or powder coating. 2) Hardware and Fasteners <ul style="list-style-type: none"> a. Primary fasteners to be socketed and pinned, tamperproof in design, either carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel. b. All hardware is to include a locking patch type material. The material, when allowed a 72-hour cure time, shall require a minimum of four (4) times the installation torque to remove the fastener. c. The Proposer will provide AEPA Member maintenance personnel with a set of special tools for pinned hex fasteners and any other special fasteners as part of the purchase price. d. Bolt links shall be steel forged with a zinc alloy finish. 3) Metal Components <ul style="list-style-type: none"> a. All metal components that will come in contact with children's hands or body will be coated with a protective covering. b. All other metal components to be powder coated shall be free of excess weld and spatter. Parts shall be thoroughly cleaned in a pre-treatment system with a hot phosphatizing bath with a non-chrome seal for corrosion resistance and thoroughly dried. c. Powder coating shall be electrostatically applied and oven cured. d. Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117). 4) Decks <ul style="list-style-type: none"> a. Decks of various sizes and shapes will be offered including, but not limited to, one-piece square decks, one-piece corner decks, two-piece hex decks, one-piece triangular decks, and various extensions for each, as needed. b. Decks shall be of modular design and have slots to accommodate face mounting of components. c. Decks shall be manufactured from a single piece of low carbon 12 gauge sheet steel conforming to ASTM specification A-569. The sheet shall be perforated, then flanged formed and reinforced as necessary to insure structural integrity. d. Decks shall be protective coated and shall be designed so that all sides are flush with the outside edge of the supporting posts. e. Rotationally molded poly parts shall be molded of a linear low-density polyethylene that is U.V. and color stabilized. Wall thickness may vary from .187" (3/16") to .312" (5/16"), depending upon use. Rotationally

Item	Description
Lot 1	Playground General
	<p>molded products shall meet or exceed tensile strength of 2700 psi per ASTM D-638.</p> <p>f. High-density polyethylene parts shall be manufactured from material that is compression molded $\frac{3}{4}$" thick, high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of .933 G/cc per ASTM D-1505, tensile strength of 2400 psi per ASTM D-638.</p> <p>5) Posts</p> <p>a. Post lengths shall vary depending upon the intended use and shall be a minimum of 42" above the deck height.</p> <p>b. All posts shall be powder coated as specified.</p> <p>c. All posts shall have a "finish grade marker" positioned on the post identifying the 34 bury line required for correct installation and the top of the loose fill protective surfacing.</p> <p>d. Top caps for posts shall be aluminum die cast and powder coated to match the post color.</p> <p>e. Caps shall be factory installed and secured in place.</p> <p>f. Square aluminum posts shall have a minimum wall thickness of .125", be extruded of 6061-T6 aluminum alloy, and have rounded corners and ribbed faces for maximum safety.</p> <p>g. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a $\frac{1}{4}$" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be powder coated of a specified color.</p> <p>h. 5" x 5" aluminum supporting columns shall have a wall thickness of .093" and be extruded of 6063-T6 aluminum alloy and have rounded corners and ribbed faces for maximum safety. The extrusion shall conform to Federal Specification QQ-A-200/Q and ASTM B-221.</p> <p>i. Bolt bracket holes shall be factory drilled where necessary for proper installation. Caps and columns shall be powder-coated to a specified color.</p> <p>j. Steel posts shall be manufactured from 5" O.D. tubing with a wall thickness of .120", shall be galvanized after rolling, and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.</p> <p>k. Aluminum posts shall be manufactured from 6061-T6 extruded tubing conforming to ASTM B-221 and QQ-A-200/8. Posts shall have a 5" outside diameter with a .125" wall thickness.</p> <p>l. All pipe bolts shall be extruded of 6061-T6 aluminum alloy that measures 1 $\frac{1}{8}$" O.D. with a wall thickness of 5/16". All pipe bolts shall be tapped at both ends for 5/8" x 1$\frac{1}{2}$" standard fastener with a stainless steel washer.</p> <p>6) Rails and hand loops shall be manufactured from 1 $\frac{1}{8}$" O.D. steel tubing with a .120" wall. Exposed rails, loops and hand bars shall be protective coated.</p> <p>7) Aluminum arches shall be manufactured from 6061-T6 alloy. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to the arch. Arches shall be powder coated to a specified color.</p> <p>8) Clamps and Hangers</p> <p>a. All clamps, unless otherwise noted, shall be die cast with an aluminum alloy and have the following mechanical properties: ultimate tensile: 47,000 psi; yield strength: 28,000 psi; elongation: 7% in 2 inches; shear strength: 29,000 psi; endurance limit: 20,000 psi.</p>

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> b. Offset hanger clamp assembly shall use an offset design concept to attach standard pipe rails to posts. Offset hanger clamp shall use standard fasteners to secure rail to clamp. c. Deck hanger clamp assembly will attach decks to posts. Each clamp shall be pre-drilled for acceptance of a stainless steel (deck) stud, and stainless steel nut and washer shall complete attachment hardware. d. "T" clamp assembly will connect beams to posts. 9) Special Components <ul style="list-style-type: none"> a. Special components for play systems will include ring bridges, horizontal ladders, spiral climbers, play enclosures, arch bridges, loop ladders, single and double-wide slides, tunnels, slide winders, transfer modules, ramps, belt bridges, step ladders, chinning bars, barriers, panels (image, bubble, puppet, zoo, driver, finger maze, tracing, store, table, hole, window, tic-tac-toe, math, spelling, sand chute, sand and water, house, ball, slant entrance, sound chimes, project, geometric, block, bead and block, gear, paint, match 4, etc.), slide hoods, various slides, fire poles, corkscrews, loop poles, parallel bars, clatter bridges, chain walks, belt, chained, arched, and suspension bridges, curved track rides, wiggle ladders, log rolls, snake climbers, ring swing outs, centipede climbers, block climbers, and ratchet rides. Other units, as designed, may be proposed. 10) Roof options will include square poly roofs, sultan's palace type roofs, peak roofs, and other shaped roofs to meet the design requirements of the play system. 11) Permanent Edging <ul style="list-style-type: none"> a. Plastic <ul style="list-style-type: none"> i. Permanent edging units made from blow-molded high-density polyethylene, U.V. stabilized materials are preferred. ii. The units must be lightweight and easy to install, but need no regular maintenance. iii. Sections must be able to be installed above or below grade level and on asphalt. iv. No sections with sharp edges are permitted. v. Units will have hot-dipped galvanized steel stakes with rounded heads. vi. Sections can be 4' long, 12" high and 4" wide with recessed pockets for stake ends to eliminate protrusions. vii. The materials must be guaranteed for five (5) or more years. b. Concrete. <ul style="list-style-type: none"> i. Meet or exceed local building code requirements.
7.1.17	<ul style="list-style-type: none"> A. Signage <ul style="list-style-type: none"> a. Signs that attach to the play structures or that are freestanding are requested. b. Must list the age for use of equipment. c. Signs to be made from solid, two-color compression-molded, colorfast, U.V. stabilized high-density polyethylene. d. Both sides may have lettering. e. Freestanding signs will be mounted on powder coated posts. f. Specialty signs for installation on playgrounds can be provided.
7.1.18	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.

Item	Description
Lot 1	Playground General
7.1.19	<p>Warranty</p> <ol style="list-style-type: none"> 1) All warranties will begin on the date of final acceptance by the member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. 4) Playground Equipment <ol style="list-style-type: none"> a. Warranties will begin on the date of final acceptance by the member. b. Equipment, materials and labor shall be warranted at a minimum as follows: <ol style="list-style-type: none"> i. Support posts (5"): Lifetime ii. Support posts (under 5"): 15 years iii. Hardware: Lifetime iv. Stainless steel slides; pvc-coated metal decks Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs : 15 years. v. All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware: 15 years vi. Plastic parts: 10 years vii. Moving parts: 2 year viii. Outdoor wood components: 12 years ix. Safety surfaces: 5 years
7.1.20	The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.
7.1.21	Playground Surfacing Materials
7.1.21.1	<p>Tiles Surfacing Material</p> <ol style="list-style-type: none"> 1) A polyurethane resin-bound tile or recycled shredded tires may be installed beneath equipment with less than a three-foot high fall height or for use in an access path. 2) The tiles will be per manufacturer specifications or 3' squares and 1 1/2" thick with either flat or beveled edges. 3) Tiles will be glued to the surface (concrete, asphalt or compacted crushed rock). 4) A transition edger will permit change to loose-fill, as needed. 5) Must meet or exceed and provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment. 6) Must meet or exceed and provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment 7) The materials must be guaranteed for five (5) or more years.
7.1.21.2	<p>Loose-Fill Synthetic Material</p> <ol style="list-style-type: none"> 1) A loose-fill synthetic material made from recycled tires and coated with a nontoxic fire-retardant colored coating. 2) Must meet or exceed and provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment. 3) Must meet or exceed and provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment 4) Must provide for drainage and does not deteriorate over time. 5) The materials must be guaranteed for five (5) or more years.
7.1.21.3	Loose-Fill Engineered Wood

Item	Description
Lot 1	Playground General
	<p>1) Standard wood chips, bark mulch, or material manufactured from recycled pallets will not be acceptable.</p> <p>2) Engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)</p> <p>3) Must be non-toxic. It may not contain any recycled wood products or any wood containing paint, chemicals or additives. Bidder to provide Toxicity Test Data upon request by member.</p> <p>4) To have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable. Bidder to provide test data upon request by member.</p> <p>5) Product depth, after installation, must be in accordance with the procedure described in ASTM F-1292 and meet guidelines for critical height as set forth by the CPSC for use of wood products for protective surfacing under and around playground equipment.</p> <p>6) Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.</p> <p>7) Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.</p> <p>8) Supplier must provide test results for the Engineered Wood Fiber in accordance with ASTM F2075 Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment.</p> <p>9) Supplier must certify that the surface meets the intent of the Americans With Disabilities Act.</p> <p>10) Supplier must provide product liability insurance certificate with project owner named as certificate holder, prior to delivery.</p>
7.1.21.4	<p>Pour in Place Rubber Surfacing</p> <p>1) A 2 layer system consisting of a basemat of 100% post-consumer recycled SBR (Styrene Butadiene Rubber) and polyurethane and a top surface consisting of recycled post-industrial EPDM (Ethylene Propylene Diene Monomer) rubber and polyurethane.</p> <p>2) Thickness range is from 1-3/4" to 5-1/2".</p> <p>3) Can be installed in on concrete, asphalt or crushed stone base.</p> <p>a. Concrete requires minimum thickness (typically 4") for non-weight bearing loads per the standards of the geographic region. 2% slope is recommended. Broom finish is recommended.</p> <p>b. Asphalt requires minimum thickness (typically 2") or non-weight bearing loads per the standards of the geographic region. 2% slope is recommended.</p> <p>c. Crushed Stone as use as a base for asphalt roads. A homogeneous mixture of fine and medium stone is applied in multiple layers and compacted using a mechanical compactor and/or roller to provide an even plane. The crushed stone base must be tightly compacted and smooth. A 2% slope is recommended.</p> <p>i. 95% Standard Proctor Compaction (as per ASTM Test) is of critical importance.</p> <p>ii. Stone for the base must be a homogeneous mix of 3/4" stone down to fines and you need to achieve a 95% compaction.</p> <p>iii. The minimum depth of the crushed stone base is 4".</p> <p>iv. Crushed stone base must be fully contained.</p> <p>v. A filter fabric is necessary for crushed stone bases only when tiles are installed.</p>
7.1.21.5	Certification by manufacturer that installer is an approved applicator of the playground

Item	Description
Lot 1	Playground General
	surfacing system.
7.1.21.6	IPEMA certified: meets critical fall heights up to 13 feet per ASTM F-1292
7.1.21.7	ADA compliant per ASTM F-1951 for playground surface accessibility
7.1.21.8	Training - The Bidder will provide as part on any contract with AEPA Member onsite training for the care and maintenance of the surfacing material.
7.1.21.9	<p>Warranty</p> <p>1) Recycled Shredded Rubber: Manufacturer must have a written 50-year product warranty for shock attenuation or fall height protection and a written 8-year limited product warranty for total color loss.</p> <p>2) Engineered Wood Fiber:</p> <p>a. The manufacturer must have a written 10-year product warranty against defective materials and manufacturer's workmanship of the product.</p> <p>b. The manufacturer must have a written 25-year product warranty for shock attenuation or fall height protection.</p> <p>3) Poured in place rubber or recycled rubber surfacing material:</p> <p>a. The manufacturer must have at a minimum a written 5-year product warranty shock attenuation or fall height protection, material and defects and a written 5-year product warranty for total color loss.</p>

Item	Description
Lot 2	Waterpark General
7.2.1	Waterpark is a recreational area designed for interactive water play. It does not have an open basin of standing water like a wading pool or swimming pool. It is a climb-resistant play feature designed for use in water play environments that spray, squirt, mist, dumps, shoots or sheets water. Activities to include but not limited to in-ground flush features, themed features, above grade features, interactive play features, etc.
7.2.2	Systems can either be potable or recirculating systems.
7.2.3	Activities should be designed to stimulate children's imagination as well as their senses of sight, hearing, touch and creating anticipation and surprise.
7.2.4	The aquatic play products shall be suitable for installation in municipal and commercial aquatic facilities and public play areas.
7.2.5	The Proposer must be able to demonstrate that the proposed equipment is designed and developed to minimize the risk of injury to children.
7.2.6	Proposer must describe firms and manufacturer's products and services offered.
7.2.7	All manufacturers' equipment offered as part the response will meet the International Organization for Standardization (ISO) certification. Written evidence of level ISO 9001 certification is preferred.
7.2.8	All equipment offered as part of the Proposer's response must comply with latest edition of ASTM F1487, ASTM F-2461, and ASTM F2376 regulations for public playgrounds. Proof from the manufacturer of the equipment satisfies the requirement of the standard is required.
7.2.9	The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed.
7.2.10	All water park designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points.
7.2.11	When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.

Item	Description
Lot 2	Waterpark General
7.2.12	The Proposer will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the area. If the Proposer has any concerns and/or issues relating to the project, the Proposer is responsible for communicating these in writing to the AEPA Member.
7.2.13	Equipment offered shall have the option to change play times and scenarios by activity, activators so children can turn on and turn off the water.
7.2.14	Signage for age appropriated activities.
7.2.15	Systems to monitor and control water quality.
7.2.16	Training on operation and maintenance for activates, features, equipment, and water quality at a minimum.
7.2.17	Spray Features should include both flush mounted sprays and standing spray components.
7.2.18	All access and decking shall comply with current A.D.A. standards.
7.2.19	Water Filtration System must be in compliance with AEPA Member State and Local Dept. of Health Standards, U.L certified.
7.2.20	Waterpark controller(s) to perform the following: 1) Control the Park days and hours of operation. 2) Control activation and sequencing of all spray features without limits to times or patterns. 3) Monitor, display and control water chemistry.
7.2.21	Play Products at a minimum: 1) All aquatic play products installed above and below grade shall be manufactured from A304 stainless steel. 2) The anchoring system shall be manufactured from A304 stainless steel. 3) Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing, Galvanized Steel, or Aluminum shall not be utilized for any above or below grade play product structures.
7.2.22	Mounting and Assembly Hardware at a minimum: 1) All hardware and anchoring systems shall be A304 stainless steel. 2) All Play Products and Ground Spay systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. 3) Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.
7.2.23	Spray nozzles, caps and heads at a minimum: 1) Shall be manufactured from lead free brass, A304 stainless steel, UHMWPE or Polyurethane and shall use tamper resistant tools for installation and removal. 2) PVC, Nylon, and Delrin™, shall not be utilized. 3) All grade level play products are to be furnished with appropriate winterization caps.
7.2.24	Painted Finish: Shall be a polyester smooth glossy heat-cured powder coat that is UV and chemical resistant and suitable for public spaces.
7.2.25	Material for Paneling, Signage, Water Deflection, and Toe Guards: All Polyethylene, Polyurethane, Elastomers and Seeflow Polymers used for paneling, signage or water deflection shall be resistant to chlorinated water and be ultraviolet stabilized to inhibit sunlight fading.
7.2.26	Lexan and Seeflow Polymers:

Item	Description
Lot 2	Waterpark General
	<ol style="list-style-type: none"> 1) The Lexan Polymer shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. 2) The polymer shall present dimensional stability a high resistance towards chemical products, ultra-violets rays and be transparent presenting crystal clear surface throughout.
7.2.27	<p>Water Park Surfacing</p> <ol style="list-style-type: none"> 1) Recommended for the following application <ol style="list-style-type: none"> a. Water playgrounds b. Splash decks c. Water parks d. Waterslide entrances e. Pool surrounds f. Spray parks g. Hydrotherapy pool concourses h. Wet area pathways 2) Concrete Decking <ol style="list-style-type: none"> a. Decking and component footers shall be separate and not monolithically constructed. b. A minimum of 3500 psi required. c. Steel reinforcement to be included in both footers and decking. d. Decking thickness no less than 5". e. Footers to be in accordance with spray feature manufacturer's recommendations. f. Embedded Anchoring and Leveling Systems shall have an integrated leveling system facilitating installation, ensuring product is plumb and installed at the desired height. g. When applicable, templates shall be supplied to facilitate the installation of embedded anchoring equipment. h. All play products shall have electrical grounding studs incorporated into their associated anchoring equipment. 3) Surface Slope <ol style="list-style-type: none"> a. Slope surfacing toward drainage areas of the park and accommodate possible over-spray due to wind. b. Preferred grades of spray parks are 2% to 5% with a 6.5% maximum in wet areas. c. Where walkways slope away from the spray park, be certain to provide adequate drainage in the adjacent soft landscape. d. A meandering drainage channel flowing through several play stations can increase the overall play value. 4) Surface Concrete/Asphalt Base Requirements <ol style="list-style-type: none"> a. Depth a minimum 4" Thickness b. Concrete shall maintain a slope of 1% in any one given direction towards drains or to the outside perimeter of the playground. Base must exhibit positive drainage. c. Concrete must maintain a tolerance of 1/8" in 10' to avoid low areas that will hold water under the surface. The slab contractor shall be responsible for flooding all slabs to insure proper slope and tolerance and to avoid delay charges. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of installation crews.

Item	Description
Lot 2	Waterpark General
	<ul style="list-style-type: none"> d. All new concrete slabs must cure for a minimum of seven (7) days prior to installation of surfacing. Cure time for asphalt is fourteen (14) days. After asphalt has cured, it must be pressure washed prior to receiving the surface. e. Floor drains should be located outside of required fall zone areas to avoid having the surface installed over the drains. Recommended locations for drains are under play unit or against low-end wall or curb. f. Concrete should be finished with a medium broom finish. 5) Surface Material <ul style="list-style-type: none"> a. Poured in Place Rubber, Urethane or Polyolefin b. Foam Rubber Tiles c. Resistant to degradation or fading, even in the harshest sunlight (UV stabilized) d. Slip resistance e. Chemical resistance f. Installed with seamless finish 6) Installation <ul style="list-style-type: none"> a. Examination <ul style="list-style-type: none"> i. Verification of Site Conditions: Verify that substrate conditions are suitable for installation of the poured in place surfacing. Do not proceed with installation until unsuitable conditions are corrected. ii. Drainage: Proper drainage is critical to the longevity of the surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty. b. Preparation <ul style="list-style-type: none"> i. Existing Substrate Preparation: Remove any loose or delaminated material that would be deleterious to application of the new surface. Fill cracks in existing concrete with cementitious patching compound. ii. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers (such as water park equipment) per surface manufacturer specifications. c. Installation <ul style="list-style-type: none"> i. Using a hand trowel, install material per surface manufacturer specifications. ii. Allow to cure for a minimum of 48 hours. iii. At the end of the minimum curing period, verify that the surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface. iv. Do not allow foot traffic or use of the surface until it is sufficiently cured. d. Protection <ul style="list-style-type: none"> i. Protect the installed surface from damage resulting from subsequent construction activity on the site.
7.2.28	<p>Safety:</p> <ul style="list-style-type: none"> 1) All accessible edges shall be machined to a rounded finish. All welds shall be watertight, buffed smooth or polished to a non-visible finish and factory pressure tested. 2) Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards.

Item	Description
Lot 2	Waterpark General
	3) All products shall be designed in accordance with ASTM F1487, ASTM F-2461, and ASTM F2376 regulations for public playgrounds. 4) Surface Water Saturation System must have positive drainage without standing water at any time.
7.2.29	Substitutions 1) All substitute approval requests shall be accompanied by manufacturing drawings, including spray zones, sequencing, plumbing and electrical schematics and complete salt spray resisting testing data produced by an independent laboratory for coatings and a written warranty from the manufacturer. 2) All substitutions shall be approved by the owner or owner representative.
7.2.30	Drawings and Instructions: 1) Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation. 2) All product and installation drawings shall be stamped by an engineer that is licensed in the AEPA Member State.
7.2.31	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.
7.2.32	A. Warranty 1) All warranties will begin on the date of final acceptance by the member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. a. Labor and installation: 1 year b. A 25 Year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres, drains and plumbing. c. A 10 Year Warranty on the reinforced fiberglass skid, sand filter fiberglass tank and cartridge filter fiberglass tank. d. A 5 Year Warranty on brass components including; spray nozzles, spray caps and spray heads. High-density polyethylene components, polyurethane components, and ultra-high molecular weight polyethylene components. The Subterranean vault (enclosure and access hatches), stainless steel automated water distribution manifold, drain boxes, strainers, electrical enclosures, filters, pumps, and chemical controllers. e. A 5 Year Warranty on color coatings, stainless steel hardware & moving parts, fiberglass products, Seeflow Polymers, Soft Touch Elastomers (Toe Guards), subterranean water containments system, circulation pumps, chemical injection pumps, chlorinator systems, acid feed systems, polyvinyl chloride (PVC); piping, fittings, ball valves, check valves, cartridge elements, pressure gauges, chemical sensing probes, motor starters, electrical relays, terminal blocks, actuated valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring and connections. f. Splash and Water Parks manufacturer must have a written 5-year product warranty for shock attenuation or fall height protection, material and defects for surface materials.
7.2.33	The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.

Item	Description
Lot 3	Skate Parks
7.3.1	Can be either be constructed in concrete or modular steel reinforcing or synthetic fibers.
7.3.2	<p>Concrete Skating Surface minimum requirements</p> <ol style="list-style-type: none"> 1) To meet or exceed American Concrete Institute (ACI) ACI117 for concrete roughness and flatness for skate park design. 2) Thickness: 4" with 6" thickened edges 3) Aggregate: Small to Medium (3/4" maximum) 4) Finish: Steel-Troweled Between Light Broom and Glassy 5) Chemical Sealant 6) Camber: ~1% or 1/8" per foot 7) Maximum Deviation: 1/8" over 10' (puddle-free) 8) Curing Time: 2 weeks 9) Dusting: Not Permitted 10) Reinforcement: Post-Tension with Fiberglass preferred or steel-reinforced if not post-tension, 11) Control Lines: 1/4" wide x 3/4" deep in a 10' x 10' grid 12) Concrete should be a minimum of 4,000 psi and cured for 8 days. 13) Skateable expansion joints can be made with saw cuts made in the concrete surface. These expansion joints are needed in cold climates and in areas with a lot of ground movement. 14) Concrete bowls must have drains. The holes in the drain need to be smaller than the smallest finger or you will risk getting fingers caught. Bowls should also have a roll-in or shallow end so that injured riders can be easily evacuated.
7.3.3	<p>Ramp Structure minimum requirements</p> <ol style="list-style-type: none"> 1) Outdoor ramps are constructed on site of treated wood with galvanized, coated, and stainless fasteners. 2) Indoor ramps may be built of untreated plywood, lumber and uncoated fasteners. 3) Transition templates are of 3/4" plywood spaced at 4' to 6'. 4) Ribs are either 2x4, maximum 4' length or 2x6, maximum 6' length. 5) Ribs are spaced 6" on center. 6) Framing is sheathed with two layers of 1/2" plywood fastened with screws.
7.3.4	<p>Non-concrete Skating Surface minimum requirements</p> <ol style="list-style-type: none"> 1) Painted galvanized steel 2) Surface is countersunk and fastened with screws. 3) Surface section in 10" or 12' long sheets to eliminating horizontal seams which cause a slight kink on curved ramps. 4) Tempered hardboard may be used indoors.
7.3.4	<p>Bottom Edges minimum requirements</p> <ol style="list-style-type: none"> 1) For outdoor ramps, painted 11g galvanized steel is used where skating surface meets concrete. 2) 16" wide steel set at the lowest possible angle to makes the transition from concrete to ramp the smoothest possible. 3) Black steel may be used for indoor ramps.
7.3.5	<p>Coping and Rails minimum requirements</p> <ol style="list-style-type: none"> 1) To be galvanized for indoor and outdoor applications. 2) Round edge, square tube is used for ledge edges and rails.
7.3.6	<p>Ramps minimum requirements</p> <ol style="list-style-type: none"> 1) Outdoor ramps galvanized coated.

Item	Description
Lot 3	Skate Parks
	2) Indoor ramps black steel may be used but galvanized coated is preferred.
7.3.7	Platforms and Railings minimum requirements 1) 4' deep platforms are framed with 2x6 joists, with 4x4 posts. 2) Outdoor platform framing is covered with 3/4" plywood and surfaced with galvanized steel. 3) Indoors platform framing is covered with 3/4" plywood. 4) Paint or stain and seal all exposed interior and exterior wood surfaces. 5) Hand railing to be built to local code. 6) Decorative rail designs and enclosed ramp backs to be made available.
7.3.8	Fasteners to be tamper proof with rust preventative finish.
7.3.9	Site survey by contractor with knowledge and familiarity with issues that are involved in providing a hazard free experience with for the public that will be using the facility.
7.3.10	Drainage minimum requirements 1) Bowls in particular must daylight or tie into existing city or county drainage system. 2) Minimum of 1-3" skate park drains" and 1-3 "landscape drains" installed prior to skate park placement and to local building codes. 3) All drains will need clean outs for future maintenance.
7.3.11	Warranty 1) Labor and installation: 1 year 2) Hardware: lifetime 3) Manufacture must supply at the minimum a 15-Year Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. The warranty will not cover cosmetic issues, wear and tear resulting from normal use of the product, misuse or abuse of the product. 4) Manufacturer must supply at the minimum a 15-Year Warranty on Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues, wear and tear resulting from normal use of the product, misuse or abuse of the product. 5) All outdoor wood components at a minimum a 12-year warranty.
7.3.12	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.

Item	Description
Lot 4	Sun Shades, Shelters, Conventional and Waterless Restrooms, Concession, Kiosks, Gate Houses, Pool and Aquatic Buildings
7.4.1	Pre-engineered and pre-fabricated shelters and pavilions, conventional and waterless restrooms buildings, concession buildings, kiosks, gate houses, pool and aquatic buildings, etc . 1) Structures can be from a variety of materials, including metal, wood, glass and fabric. 2) Proposed as-built drawings for each type of structure offered. 3) Finish a. Powder coating shall be electrostatically applied and oven cured. b. Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117). 4) Hardware a. Primary fasteners can either be carbon-steel plated with zinc/nickel and

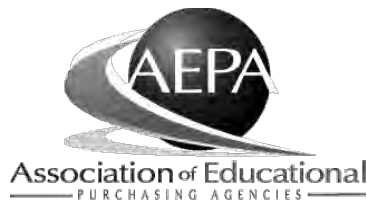
	<p>iridescent chromate finish, or stainless steel.</p> <p>b. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.</p> <p>5) Maintenance, service manuals and parts list will be provided.</p>
7.4.2	<p>Warranty</p> <p>1) All warranties will begin on the date of final acceptance by the AEPA Member.</p> <p>2) Labor and installation: 1 year</p> <p>3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship.</p> <p>4) Warranties will be the standard manufacturer warranty except for labor and installation.</p>

Item	Description
Lot 6	Services
7.5.1	Site evaluation
7.5.2	Installation of equipment
7.5.3	Design of playground, waterpark, or skate park
7.5.4	Provide AEPA member with blueprint/layout documentation as requested
7.5.5	Repair service
7.5.6	Maintenance options for AEPA member
7.5.7	Equipment removal and disposal
7.5.8	Product testing
7.5.9	Landscape architect
7.5.10	Other related services as needed

8. Pricing – See Pricing section in Part A – General Terms & Conditions for details on bid pricing guidance

- 8.1 This bid category does have an Item List.
- 8.2 Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tabs to be completed as follows:
- a. **F.1 – Catalog Discount (Required)** for the any of the Lots you are bidding. The Bidder may bid one or more lots.
 - b. **F.2A – List Price Schedule (Required)** for the Lots you are bidding. The bidder may bid one or more lots. Bidder does not have to price every item on the list price schedule if not offered. **Additional product offerings may not be added to this form.*
 - c. **F.3 – Services Price Schedule (Optional)**
 - d. **F.4A – State Multiplier (Required)** if proposing installation services
 - e. **F.4B – Construction Rates (Required)** if proposing installation services
 - f. **F.5 – Volume Discounts (Optional)**
- 8.3 The Catalog Category Discount and the List Items award will not be split.

9. Evaluation of the Bid – See Evaluation section in Part A – General Terms & Conditions for details on evaluation guidance.



**Invitation for Bid
AEPA #019.5-B
Playground & Recreational Equipment**

Part B – Specifications

Table of Contents

1. <u>Scope of Bid</u>	1
2. <u>Type of Bid</u>	4
3. <u>Anticipated AEPA Member Agency Participation</u>	4
4. <u>Glossary of Terms and Abbreviations</u>	5
5. <u>Special Terms and Conditions</u>	5
6. <u>Standard Specifications [Fixed Specifications]</u>	6
7. <u>Product Category Specific Specifications</u>	7
8. <u>Pricing – See Pricing section in Part A – General Terms & Conditions for details</u>	23

1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 27) in one or more of the following lots.

Provide playground and recreational equipment, play and waterpark structures, modular and concrete skate parks, surfacing materials, site furnishings, shelter structures, fitness equipment and early childhood aids for teaching perception and motor skills.

AEPA Members have long recognized the essential role that play and recreational activities contribute to childhood physical development and maintaining an individual’s health through their lifetime. However, in order to provide a sound educational environment for all levels students, community youth, and general public; the equipment, structures and fixtures must be well designed, easily maintained, safe and attractive to all ages.

The table below provides the names of equipment suppliers which AEPA desires to see included in proposals. This list is not all inclusive, but represents a portion of the equipment suppliers available within this market.

Type of Equipment:

1. **Playground Equipment** - A complete and comprehensive catalog of all park and playground equipment (for all ages) including, but not limited to, complete systems, stand-alone activities, system components, replacement parts and related accessories available from the Proposer.
2. **Water Park Equipment** - A complete and comprehensive catalog of equipment (for all ages) including, but not limited to, interactive water features, slide activity centers, urban water features,

water related play areas (splash pads, water cannons, rain trees, water buggy, etc.), accessories and custom solutions, water management systems, aquatic fitness equipment, shade sails, complete systems, stand-alone activities, replacement parts and related accessories available from the Proposer.

3. **Skate Park Equipment** - A complete and comprehensive catalog for all types of concrete and modular Skate Park, equipment, replacement parts, and related accessories.
4. **Sun Shade, Shelters, Conventional and Waterless Restrooms, Concession, Kiosks, Gate Houses, Pool and Aquatic Buildings** - A complete and comprehensive catalog of products available from the Proposer.
5. **Services** - The complete range of services, such as but not limited to, site evaluation, installation, design, layout, landscape architect, repair, maintenance, equipment removal and disposal, product testing, and any other related services.

All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications and that American Disabilities Act (ADA) regulations.

Vendors should assist AEPA Members in assessing, evaluating and determining the safety and operational status of the various types of equipment, structures and fixtures found within playgrounds, park setting, and recreational facilities. Providing AEPA Members with a complete and comprehensive report identifying areas of concern and equipment needing maintenance, repair and/or replacement. Vendors should work with the AEPA Members in developing a short-term action plan to remediate, resolve and/or remove any unsafe conditions and establish a long-term maintenance program for maintaining AEPA Members facilities in good working conditions.

Upon request, the Vendor should be able to assist the AEPA Members and its design professional in the design and layout for new playgrounds, water parks, skate parks, and recreational and public facilities. Provide, if required, AEPA Members with necessary construction services for demolition, site preparation, ADA requirements, and installation of all equipment.

Provide AEPA Members with the necessary training and support services to allow their staff to conduct safety inspections, to perform maintenance according to manufactures instructions, and install or replace equipment, structures and fixtures according to manufactures specifications.

General Requirements

The standards and specifications provided below are intended to establish minimum requirements for Proposer and provide a general overview of the quality and type of products and services being requested. Any products and services offered are to meet or exceed current AEPA State Building Codes. AEPA Members reserve the right to reject any and all products and services offered that, in their opinion, do not meet, or exceed AEPA State Building Codes.

1. F1148 Standard Consumer Safety Performance Specification for Home Playground Equipment
2. F1292 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment
3. F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
4. F1918 Standard Safety Performance Specification for Soft Contained Play Equipment
5. F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
6. F2049 Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas
7. F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
8. F2223 Standard Guide for ASTM Standards on Playground Surfacing

9. F2373 Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months
10. F2479 Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing
11. F2334 Standard Guide for Above Ground Public Use Skate Park Facilities
12. F2480 Standard Guide for In-ground Concrete Skate Park
13. F2698 Standard Guide for Fences for Above-Ground and In-ground Skate Park Facilities
14. F2376 Standard Practice for Classification Design Manufacture Construction and Operation of Water Slide Systems
15. F2461 Standard Practice for Manufacture Construction Operation and Maintenance of Aquatic Play Equipment
16. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
17. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastom
18. U.S. Consumer Product Safety Commission, Publication 325, Handbook for Public Playground Safety
19. For any project the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. It is the Proposer's responsibility for compliance to ADA and ADAAG requirements for products and services offered.
20. Any contract awarded are indefinite-quantity contract. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on a detailed scope of work and in compliance with one of the approved pricing methodologies.
21. The Proposer must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of athletic and recreational lighting systems, construction and related trades and utilities work which may be part of any athletic facility project.
22. The Proposer must be willing, able and have the ability and capacity to provide all labor, materials, and equipment required to provide design services, site inspection and preparation services, and construction services. These services may be provided by the Proposer's own crews and staff or by subcontractors contracted and supervised by the Proposer. It should be noted that the level of the Proposer's involvement will depend on the Member's requirements.
23. The Proposer is responsible for ensuring that the design and construction drawings and manual clearly indicate, identify and communicate the products, services and testing that must be provided to deal with site preparation and public utilities; sub-base-works, drainage systems, concrete and asphalt base-works; and surfaces that are in accordance and comply with AEPA State Building Codes.
24. For any project the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. It is the Proposer's responsibility for compliance to ADA and ADAAG requirements for products and services offered.
25. If only providing products, the Proposer must provide the AEPA Member with construction guidelines, requirements, and recommendations for the site preparation sub-base and surfacing requirements.
26. If any part of the design or construction work is to be performed by the AEPA Member architect and/or a third party not associated with the Proposer, the Proposer, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If work is not acceptable, the Proposer must notify the Member immediately in writing stating what is not acceptable and how the determination was made.
27. Cost for temporary utility services electrical, water, gas, etc., that is utilized during the construction process will be identified and agreed upon in writing by the AEPA Member. Utility services (electrical,

water, gas, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the contractor and can only be transferred to the AEPA Member on written agreement specifically stating what contractor's utilities it will be responsible for. Copies of such agreements shall be provided to AEPA Member prior to a purchase order being issued.

28. All work will be in compliance with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the AEPA Member representative of the situation. The contractor will not construct any sub-assembly, structure, or device or produce any condition that intentionally violates a fire, health, safety or building code.

Quality Assurance

1. The Proposer will only utilize factory certified tradesmen that are licensed in the AEPA Member State to perform all installation work. If the installation of materials is not considered construction, then the installers does not need to be license.
2. All material shall be guaranteed to the extent that:
 - a. Installed in accordance and the manufacturer's specifications.
 - b. Will perform as specified per the manufacturer's specifications.

2. Type of Bid

This bid is considered a:

YES	NO	TYPE OF BID
√		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
	√	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Proposer specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate? Yes or No	Other States Member Sells In
California	Yes	AZ,NV
Colorado	Yes	
Connecticut	Yes	MA,ME,NH, NY, RI,VT
Florida	Yes	AL,GA
Illinois	No	
Indiana	Yes	
Iowa	Yes	IL,SD
Kansas	Yes	OK
Kentucky	Yes	AL,GA,LA,MS, NC,SC,TN,WV
Massachusetts	Yes	
Michigan	Yes	
Minnesota	Yes	SD

Missouri	Yes	AR,IL,LA,SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	No	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	No	
Pennsylvania	Yes	DE,HA, MD,NY,
Texas	Yes	
Virginia	Yes	
Washington	No	AK,ID
West Virginia	Yes	PA, MD
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Proposer. Each AEPA Member Agency will make that determination after reviewing Proposer responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

Playground and Recreational Equipment is a new category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$9 to \$11 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

- a. ASTM - American Society for Testing & Materials International standards and testing, <http://www.astmnewsroom.org>
- b. IPEMA - International Play Equipment Manufacturers Association, <https://ipema.org/>.
- c. NRPA - National Recreation and Park Association <https://www.nrpa.org>
- d. CPSC - Consumer Products Safety Commission <https://www.cpsc.gov>
- e. ADA - American Disabilities Act <https://www.ada.gov>

4. Special Terms and Conditions

1. Acceptable bid security will be in an amount of \$100,000 with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.
2. The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufactures' warranty, whichever is longer.
3. Contractor's License: Each of the 27 states covered by this solicitation has its own state licensing qualifications, requirements and processes. The Vendor Partner is responsible for knowing each

state's requirements and codes. At the time of the response, Vendor Partner must be able to comply with all licensing requirements. For those states where licenses are required, a copy of the appropriate licenses authorizing the Vendor Partner to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be provided within 5 business days of request, and must have been in effect as of the date this bid was issued. If the Vendor Partner intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the Vendor Partner within 10 business days following request. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.

5. Standard Specifications [Fixed Specifications]

Item	Description
6.1	The Proposer will have access to a full inventory of the awarded product line.
6.2	The Proposer shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.
6.3	<p>Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Proposer will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.</p> <p>In the case of a delay, the Proposer will notify the Buyer within five (5) business days. The Buyer will notify the Proposer within seven (7) business days whether to proceed or cancel the order. The Buyer will be under no obligation to select a different product or service if the order is cancelled if the contractor is unable to deliver on time.</p>
6.4	Proposers must be a manufacturer's authorized sales and service dealer for all proposed equipment, products, or installation. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Proposer and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
6.5	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.6	If the Proposer intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Proposer must identify all providers and any and all associated costs with these providers.
6.7	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.8	Proposers must be able to supply paper catalogs or electronic catalogs where requested. The non-electric catalog shall have a cover label indicating that the catalog's content, the agency's contract number, discount level(s) and any special ordering instructions. The electronic catalog shall have in its instruction the agency's contract number, discount level(s) and any special ordering instructions.
6.9	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.

Item	Description
6.10	Orders not filled and partials shall be indicated on the packing list. Proposer shall inform member of anticipated availability date for unfilled and partial orders.
6.11	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.12	Proposer has the option to offer private label products. Proposer shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.13	The Proposer need to have the capacity of receiving Buyers order 24-hours either by fax or e-mail.
6.14	If the Proposer makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Proposer agrees to pay for cost of any returned product due to a pricing error.
6.15	Proposer shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.
6.16	Shipping Costs: The Bidder can offer free or flat-rate shipping. Case on Delivery (COD) is not an acceptable method to ship items to AEPA and its Members. If shipping is charged, the actual cost of delivery will be added to the buyer invoice. In the case of LTL(Less-Than Truckload) or Full Truck shipments, the shipping terms will be “FOB Destination, freight prepaid and added to buyer invoice” AEPA is a nonprofit organization and its Members are educational and governmental agencies, the sell must make a good faith effort to choose a freight carrier and shipping rate that is competitively priced to AEPA and its Members.

6. Product | Category Specific Specifications

Item	Description
Lot 1	Playground General
7.1.1	The Proposer must be able to demonstrate that the proposed playground equipment is designed and developed to minimize the risk of injury to children. Proposer must describe firms and manufacturer’s products and services offered.
7.1.2	The Consumer Products Safety Commission (CPSC) has determined that certain kinds of playground equipment are more hazardous than others. AEPA Members will not accept on contract the following types of equipment for public playground: roller slides; multiple occupancy swings, animal figure swings, rope swings, swinging exercise rings, trapeze bars and trampolines. Under certain conditions, some of the restricted items are permitted by Consumer Products Safety Commission (CPSC) guidelines. If you offer any of the restricted equipment, cite the CPSC reason for inclusion and how you will ensure that the end user understands the risks and conditions in which they are accepting this equipment.
7.1.3	AEPA Member reserves the right to reject any of the following equipment, without cause: <ol style="list-style-type: none"> 1) Equipment greater than 10 feet in height; 2) Wood products not treated with approved chemicals; 3) Basketball nets made from chain; 4) Teeter-totters without limiters; 5) Merry-go-rounds; 6) Swings attached to play structures.
7.1.4	Indoor play equipment: <ol style="list-style-type: none"> 1) If a wood product, solid, hard maple, is preferred.

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> 2) Plywood or particleboard is not acceptable for play products or furniture. 3) Tabletops may be particleboard if plastic laminated and non-warping. 4) Plywood panels may be used in toddler chairs if framed with maple. 5) Other hardwoods may be substituted for maple, but AEPA Member reserves the right to determine if the substitution is acceptable. 6) All lacquered or painted surfaces must be guaranteed as “safe for children’s toys”.
7.1.5	<p>Outdoor Play Equipment</p> <ul style="list-style-type: none"> 1) Steel pipes on outdoor playground equipment, must be galvanized throughout. All ferrous metals must be painted, galvanized or treated to prevent rust. 2) Wood used in outdoor active play equipment should be pine or redwood. <ul style="list-style-type: none"> a. The pine must be pressure treated; redwood may be natural. b. If you offer some other woods, explain why they meet or exceed the quality of redwood or pine. c. Creosote, pentachlorophenol, and tributyl oxide are too toxic or imitating to be used as a preservative, as are pesticide-containing finishes. Copper and zinc naphthenates and berates may be used to treat wood. d. All outdoor wood components should have a 12-year warranty.
7.1.6	Complete instructions for installing outdoor play equipment must be provided to the AEPA Member.
7.1.7	<p>Fasteners</p> <ul style="list-style-type: none"> 1) When installed and tightened according to manufacturer's instructions. 2) All fasteners, connections and covering devices should not loosen or be removable without the use of tools. 3) Lock washers, self-locking nuts or other locking means shall be provided for all nuts and bolts. 4) No part of the assembly should be able to be dismantled without tools. 5) All fasteners must be corrosion resistant and have no rough or sharp edges that can cause injury. 6) All S-hooks must be as tightly closed as possible. 7) Any parts requiring lubrication should have easy access or be self-lubricating.
7.1.8	<p>Metal Surfaces</p> <ul style="list-style-type: none"> 1) Metal surfaces on platforms and slide must be fabricated and be coated with a vinyl or power coated finish in such a manner as to avoid burn injury.
7.1.9	All products offered under this lot must meet or exceed the outdoor equipment standards of the guidelines published by the CPSC in the following areas: stairways and ladders; rungs and other hand-gripping components; handrails; access and transition from platforms; platforms and protective barriers.
7.1.10	The Proposer must be able to provide maintenance/repair products and services with qualified service technicians, who possess the knowledge, background and experience with all of the equipment being offered under this category. The Proposer will use only replacement parts and materials that meet or exceed the specifications of the original manufacturer’s parts.
7.1.11	<p>The following are intended to establish minimum standards for Quality and Safety of products:</p> <ul style="list-style-type: none"> 1) All equipment offered as part of the Proposer’s response must comply with latest edition of ASTM F 1487 and provide proof from the manufacturer of the equipment satisfies the requirement of the standard. 2) All equipment, surface impact attenuation of surface systems under and

Item	Description
Lot 1	Playground General
	<p>around playground equipment, and engineered wood fiber for use as playground safety surface under and around playground equipment must be meet IPEMA Certification and conform to the following ASTM1487.01, ASTM F1292-99, ASTM F2075/4.6, U.S. Consumer Products Safety Commissions Standard, Americans with Disabilities Act (ADA) requirements for accessibility and ASTM F1951 for ADA requirements for surface material. A copy of certification to standards must be provided.</p> <ol style="list-style-type: none"> 3) As an alternate, equipment offered can to conform to the German standard for safety of playground equipment, DIN 7926 4) The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed. 5) All playgrounds designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points. 6) When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard. 7) The Proposer will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the playground area. If the Proposer has any concerns and/or issues relating to the project, the Proposer is responsible for communicating these in writing to the AEPA Member.
7.1.12	<p>The Proposer will provide installation instruction, site drawing, and drainage plans by a licensed professional for member to be used by the installer of the play equipment installer. To include but not limited to:</p> <ol style="list-style-type: none"> 1) Number of play features that are ADA accessible. 2) ADA accessible routes. 3) Site preparation for installation of play equipment and surfacing to include borders, walkways, pad for surfacing materials, etc. 4) If engineered wood fiber is used, then rubber mats will need to be provided in the excessive wear areas, such as slide exits, under swings, and sliding poles, mat should be placed on 6" of surfacing with another 6" of surfacing on top of mat. 5) Access paths of resilient tiles or poured in place surfacing to be used, when possible, to permit wheelchair access to play equipment. 6) All surfacing materials will meet CPSC guidelines and ATSM requirements.
7.1.13	<p>All components of a playground system offered must meet or exceed all of the standards and specifications specified herein and shall have warranties.</p> <ol style="list-style-type: none"> 1) All moving parts will be fully guaranteed against corrosion, deterioration and/or workmanship for at least two (2) years after installation and acceptance by the AEPA Member. Any exceptions shall be clearly stated in the Proposer's response. 2) Artificial play surfaces must be guaranteed against material defects and workmanship for five (5) or more years. 3) Plastic and metal components will be guaranteed against corrosion, deterioration and/or workmanship for at least ten (10) years. 4) All outdoor wood components to have a 12-year warranty. 5) Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs will

Item	Description
Lot 1	Playground General
	<p>be guaranteed against corrosion, deterioration and/or workmanship for at least fifteen (15) years.</p> <p>6) All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware will be guaranteed against structural failure due to corrosion, deterioration or workmanship for fifty (50) or more years.</p> <p>7) For the first two (2) years after any playground system installation, the Proposer must be able to perform two annual inspections of the installed system. Proposer will provide the AEPA Member with a written inspection report showing the conditions of the equipment and any/all recommended maintenance or repairs that need to be made. Provide any expenses that are not covered by the warranty.</p>
7.1.14	<p>Installation</p> <ol style="list-style-type: none"> 1) Manufacturer will submit complete specifications for all play equipment offered. 2) All playground equipment will be professionally installed by licensed factory certified crew per manufacturer specifications. 3) Site Inspection: <ol style="list-style-type: none"> a. All sites will be examined for suitability prior to any site preparation and installation of equipment by the Proposer. b. If the proposed site is to be prepared by the AEPA Member installer, the Proposer must communicate all site requirements and conditions prior to accepting the proposed project. c. Prior to installing any equipment, the Proposer must accept the site conditions as meeting all requirements. d. Prior to installation, the natural features of the site will be evaluated for suitability with the results reported to the AEPA Member. These features will include topography (drainage), soil conditions, vegetation, climate (direction of prevailing winds, seasonal sun angles) and natural forces (flood plain). e. The location of underground and overhead power utilities, telephone, gas, cable and water lines will be determined prior to installation of playground equipment. f. Playgrounds will not be built over underground utilities or beneath high power lines. g. Bicycle trails and pedestrian pathways will not be intrusive. 4) Footing and Surface Mounting: <ol style="list-style-type: none"> a. Unless otherwise specified by AEPA State Building Codes, all footings shall be 34" below Finished Grade on all in-ground play events/posts. b. If surface mounting is required, a 2" below grade surface mount detail will be supplied. c. Other types of anchoring for specialty installation shall be available upon request.
7.1.15	<p>Equipment</p> <ol style="list-style-type: none"> 1) Playground equipment may be manufactured using steel, aluminum, plastic, or recycled materials. 2) Purified fractional-melt high-density polyethylene (HDPE), if used, will have all food residues, waste and adhesives removed prior to molding or extrusion. 3) Multiple-melt flow high- or low-density polyethylene (HDPE/LDPE) will be purified and contain no oils from food or adhesives.

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> 4) The use of composites of LDPE and a secondary fiber (such as sawdust) will not be permitted, unless independent lab studies document that the resulting product is not vulnerable to moisture deterioration, termite damage or failure at low temperatures. 5) Commingled plastics will not be permitted. 6) If tires are used in any part of the structure, the color will not rub off on children or their clothes. 7) Product-specific maintenance kits will be provided with each play system.
7.1.16	<p>The following items are intended to establish minimum standards for and level of quality of materials requested.</p> <ul style="list-style-type: none"> 1) All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts by the use of color-coordinated coatings such as zinc plating or powder coating. 2) Hardware and Fasteners <ul style="list-style-type: none"> a. Primary fasteners to be socketed and pinned, tamperproof in design, either carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel. b. All hardware is to include a locking patch type material. The material, when allowed a 72-hour cure time, shall require a minimum of four (4) times the installation torque to remove the fastener. c. The Proposer will provide AEPA Member maintenance personnel with a set of special tools for pinned hex fasteners and any other special fasteners as part of the purchase price. d. Bolt links shall be steel forged with a zinc alloy finish. 3) Metal Components <ul style="list-style-type: none"> a. All metal components that will come in contact with children's hands or body will be coated with a protective covering. b. All other metal components to be powder coated shall be free of excess weld and spatter. Parts shall be thoroughly cleaned in a pre-treatment system with a hot phosphatizing bath with a non-chrome seal for corrosion resistance and thoroughly dried. c. Powder coating shall be electrostatically applied and oven cured. d. Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117). 4) Decks <ul style="list-style-type: none"> a. Decks of various sizes and shapes will be offered including, but not limited to, one-piece square decks, one-piece corner decks, two-piece hex decks, one-piece triangular decks, and various extensions for each, as needed. b. Decks shall be of modular design and have slots to accommodate face mounting of components. c. Decks shall be manufactured from a single piece of low carbon 12 gauge sheet steel conforming to ASTM specification A-569. The sheet shall be perforated, then flanged formed and reinforced as necessary to insure structural integrity. d. Decks shall be protective coated and shall be designed so that all sides are flush with the outside edge of the supporting posts. e. Rotationally molded poly parts shall be molded of a linear low-density polyethylene that is U.V. and color stabilized. Wall thickness may vary from .187" (3/16") to .312" (5/16"), depending upon use. Rotationally

Item	Description
Lot 1	Playground General
	<p>molded products shall meet or exceed tensile strength of 2700 psi per ASTM D-638.</p> <p>f. High-density polyethylene parts shall be manufactured from material that is compression molded $\frac{3}{4}$" thick, high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of .933 G/cc per ASTM D-1505, tensile strength of 2400 psi per ASTM D-638.</p> <p>5) Posts</p> <p>a. Post lengths shall vary depending upon the intended use and shall be a minimum of 42" above the deck height.</p> <p>b. All posts shall be powder coated as specified.</p> <p>c. All posts shall have a "finish grade marker" positioned on the post identifying the 34 bury line required for correct installation and the top of the loose fill protective surfacing.</p> <p>d. Top caps for posts shall be aluminum die cast and powder coated to match the post color.</p> <p>e. Caps shall be factory installed and secured in place.</p> <p>f. Square aluminum posts shall have a minimum wall thickness of .125", be extruded of 6061-T6 aluminum alloy, and have rounded corners and ribbed faces for maximum safety.</p> <p>g. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a $\frac{1}{4}$" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be powder coated of a specified color.</p> <p>h. 5" x 5" aluminum supporting columns shall have a wall thickness of .093" and be extruded of 6063-T6 aluminum alloy and have rounded corners and ribbed faces for maximum safety. The extrusion shall conform to Federal Specification QQ-A-200/Q and ASTM B-221.</p> <p>i. Bolt bracket holes shall be factory drilled where necessary for proper installation. Caps and columns shall be powder-coated to a specified color.</p> <p>j. Steel posts shall be manufactured from 5" O.D. tubing with a wall thickness of .120", shall be galvanized after rolling, and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.</p> <p>k. Aluminum posts shall be manufactured from 6061-T6 extruded tubing conforming to ASTM B-221 and QQ-A-200/8. Posts shall have a 5" outside diameter with a .125" wall thickness.</p> <p>l. All pipe bolts shall be extruded of 6061-T6 aluminum alloy that measures 1 $\frac{1}{8}$" O.D. with a wall thickness of 5/16". All pipe bolts shall be tapped at both ends for 5/8" x 1$\frac{1}{2}$" standard fastener with a stainless steel washer.</p> <p>6) Rails and hand loops shall be manufactured from 1 $\frac{1}{8}$" O.D. steel tubing with a .120" wall. Exposed rails, loops and hand bars shall be protective coated.</p> <p>7) Aluminum arches shall be manufactured from 6061-T6 alloy. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to the arch. Arches shall be powder coated to a specified color.</p> <p>8) Clamps and Hangers</p> <p>a. All clamps, unless otherwise noted, shall be die cast with an aluminum alloy and have the following mechanical properties: ultimate tensile: 47,000 psi; yield strength: 28,000 psi; elongation: 7% in 2 inches; shear strength: 29,000 psi; endurance limit: 20,000 psi.</p>

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> b. Offset hanger clamp assembly shall use an offset design concept to attach standard pipe rails to posts. Offset hanger clamp shall use standard fasteners to secure rail to clamp. c. Deck hanger clamp assembly will attach decks to posts. Each clamp shall be pre-drilled for acceptance of a stainless steel (deck) stud, and stainless steel nut and washer shall complete attachment hardware. d. "T" clamp assembly will connect beams to posts. 9) Special Components <ul style="list-style-type: none"> a. Special components for play systems will include ring bridges, horizontal ladders, spiral climbers, play enclosures, arch bridges, loop ladders, single and double-wide slides, tunnels, slide winders, transfer modules, ramps, belt bridges, step ladders, chinning bars, barriers, panels (image, bubble, puppet, zoo, driver, finger maze, tracing, store, table, hole, window, tic-tac-toe, math, spelling, sand chute, sand and water, house, ball, slant entrance, sound chimes, project, geometric, block, bead and block, gear, paint, match 4, etc.), slide hoods, various slides, fire poles, corkscrews, loop poles, parallel bars, clatter bridges, chain walks, belt, chained, arched, and suspension bridges, curved track rides, wiggle ladders, log rolls, snake climbers, ring swing outs, centipede climbers, block climbers, and ratchet rides. Other units, as designed, may be proposed. 10) Roof options will include square poly roofs, sultan's palace type roofs, peak roofs, and other shaped roofs to meet the design requirements of the play system. 11) Permanent Edging <ul style="list-style-type: none"> a. Plastic <ul style="list-style-type: none"> i. Permanent edging units made from blow-molded high-density polyethylene, U.V. stabilized materials are preferred. ii. The units must be lightweight and easy to install, but need no regular maintenance. iii. Sections must be able to be installed above or below grade level and on asphalt. iv. No sections with sharp edges are permitted. v. Units will have hot-dipped galvanized steel stakes with rounded heads. vi. Sections can be 4' long, 12" high and 4" wide with recessed pockets for stake ends to eliminate protrusions. vii. The materials must be guaranteed for five (5) or more years. b. Concrete. <ul style="list-style-type: none"> i. Meet or exceed local building code requirements.
7.1.17	<ul style="list-style-type: none"> A. Signage <ul style="list-style-type: none"> a. Signs that attach to the play structures or that are freestanding are requested. b. Must list the age for use of equipment. c. Signs to be made from solid, two-color compression-molded, colorfast, U.V. stabilized high-density polyethylene. d. Both sides may have lettering. e. Freestanding signs will be mounted on powder coated posts. f. Specialty signs for installation on playgrounds can be provided.
7.1.18	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.

Item	Description
Lot 1	Playground General
7.1.19	<p>Warranty</p> <ol style="list-style-type: none"> 1) All warranties will begin on the date of final acceptance by the member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. 4) Playground Equipment <ol style="list-style-type: none"> a. Warranties will begin on the date of final acceptance by the member. b. Equipment, materials and labor shall be warranted at a minimum as follows: <ol style="list-style-type: none"> i. Support posts (5"): Lifetime ii. Support posts (under 5"): 15 years iii. Hardware: Lifetime iv. Stainless steel slides; pvc-coated metal decks Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs : 15 years. v. All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware: 15 years vi. Plastic parts: 10 years vii. Moving parts: 2 year viii. Outdoor wood components: 12 years ix. Safety surfaces: 5 years
7.1.20	The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.
7.1.21	Playground Surfacing Materials
7.1.21.1	<p>Tiles Surfacing Material</p> <ol style="list-style-type: none"> 1) A polyurethane resin-bound tile or recycled shredded tires may be installed beneath equipment with less than a three-foot high fall height or for use in an access path. 2) The tiles will be per manufacturer specifications or 3' squares and 1 1/2" thick with either flat or beveled edges. 3) Tiles will be glued to the surface (concrete, asphalt or compacted crushed rock). 4) A transition edger will permit change to loose-fill, as needed. 5) Must meet or exceed and provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment. 6) Must meet or exceed and provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment 7) The materials must be guaranteed for five (5) or more years.
7.1.21.2	<p>Loose-Fill Synthetic Material</p> <ol style="list-style-type: none"> 1) A loose-fill synthetic material made from recycled tires and coated with a nontoxic fire-retardant colored coating. 2) Must meet or exceed and provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment. 3) Must meet or exceed and provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment 4) Must provide for drainage and does not deteriorate over time. 5) The materials must be guaranteed for five (5) or more years.
7.1.21.3	Loose-Fill Engineered Wood

Item	Description
Lot 1	Playground General
	<p>1) Standard wood chips, bark mulch, or material manufactured from recycled pallets will not be acceptable.</p> <p>2) Engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)</p> <p>3) Must be non-toxic. It may not contain any recycled wood products or any wood containing paint, chemicals or additives. Bidder to provide Toxicity Test Data upon request by member.</p> <p>4) To have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable. Bidder to provide test data upon request by member.</p> <p>5) Product depth, after installation, must be in accordance with the procedure described in ASTM F-1292 and meet guidelines for critical height as set forth by the CPSC for use of wood products for protective surfacing under and around playground equipment.</p> <p>6) Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.</p> <p>7) Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.</p> <p>8) Supplier must provide test results for the Engineered Wood Fiber in accordance with ASTM F2075 Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment.</p> <p>9) Supplier must certify that the surface meets the intent of the Americans With Disabilities Act.</p> <p>10) Supplier must provide product liability insurance certificate with project owner named as certificate holder, prior to delivery.</p>
7.1.21.4	<p>Pour in Place Rubber Surfacing</p> <p>1) A 2 layer system consisting of a basemat of 100% post-consumer recycled SBR (Styrene Butadiene Rubber) and polyurethane and a top surface consisting of recycled post-industrial EPDM (Ethylene Propylene Diene Monomer) rubber and polyurethane.</p> <p>2) Thickness range is from 1-3/4" to 5-1/2".</p> <p>3) Can be installed in on concrete, asphalt or crushed stone base.</p> <p>a. Concrete requires minimum thickness (typically 4") for non-weight bearing loads per the standards of the geographic region. 2% slope is recommended. Broom finish is recommended.</p> <p>b. Asphalt requires minimum thickness (typically 2") or non-weight bearing loads per the standards of the geographic region. 2% slope is recommended.</p> <p>c. Crushed Stone as use as a base for asphalt roads. A homogeneous mixture of fine and medium stone is applied in multiple layers and compacted using a mechanical compactor and/or roller to provide an even plane. The crushed stone base must be tightly compacted and smooth. A 2% slope is recommended.</p> <p>i. 95% Standard Proctor Compaction (as per ASTM Test) is of critical importance.</p> <p>ii. Stone for the base must be a homogeneous mix of 3/4" stone down to fines and you need to achieve a 95% compaction.</p> <p>iii. The minimum depth of the crushed stone base is 4".</p> <p>iv. Crushed stone base must be fully contained.</p> <p>v. A filter fabric is necessary for crushed stone bases only when tiles are installed.</p>
7.1.21.5	Certification by manufacturer that installer is an approved applicator of the playground

Item	Description
Lot 1	Playground General
	surfacing system.
7.1.21.6	IPEMA certified: meets critical fall heights up to 13 feet per ASTM F-1292
7.1.21.7	ADA compliant per ASTM F-1951 for playground surface accessibility
7.1.21.8	Training - The Bidder will provide as part on any contract with AEPA Member onsite training for the care and maintenance of the surfacing material.
7.1.21.9	<p>Warranty</p> <p>1) Recycled Shredded Rubber: Manufacturer must have a written 50-year product warranty for shock attenuation or fall height protection and a written 8-year limited product warranty for total color loss.</p> <p>2) Engineered Wood Fiber:</p> <p>a. The manufacturer must have a written 10-year product warranty against defective materials and manufacturer's workmanship of the product.</p> <p>b. The manufacturer must have a written 25-year product warranty for shock attenuation or fall height protection.</p> <p>3) Poured in place rubber or recycled rubber surfacing material:</p> <p>a. The manufacturer must have at a minimum a written 5-year product warranty shock attenuation or fall height protection, material and defects and a written 5-year product warranty for total color loss.</p>

Item	Description
Lot 2	Waterpark General
7.2.1	Waterpark is a recreational area designed for interactive water play. It does not have an open basin of standing water like a wading pool or swimming pool. It is a climb-resistant play feature designed for use in water play environments that spray, squirt, mist, dumps, shoots or sheets water. Activities to include but not limited to in-ground flush features, themed features, above grade features, interactive play features, etc.
7.2.2	Systems can either be potable or recirculating systems.
7.2.3	Activities should be designed to stimulate children's imagination as well as their senses of sight, hearing, touch and creating anticipation and surprise.
7.2.4	The aquatic play products shall be suitable for installation in municipal and commercial aquatic facilities and public play areas.
7.2.5	The Proposer must be able to demonstrate that the proposed equipment is designed and developed to minimize the risk of injury to children.
7.2.6	Proposer must describe firms and manufacturer's products and services offered.
7.2.7	All manufacturers' equipment offered as part the response will meet the International Organization for Standardization (ISO) certification. Written evidence of level ISO 9001 certification is preferred.
7.2.8	All equipment offered as part of the Proposer's response must comply with latest edition of ASTM F1487, ASTM F-2461, and ASTM F2376 regulations for public playgrounds. Proof from the manufacturer of the equipment satisfies the requirement of the standard is required.
7.2.9	The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed.
7.2.10	All water park designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points.
7.2.11	When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.

Item	Description
Lot 2	Waterpark General
7.2.12	The Proposer will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the area. If the Proposer has any concerns and/or issues relating to the project, the Proposer is responsible for communicating these in writing to the AEPA Member.
7.2.13	Equipment offered shall have the option to change play times and scenarios by activity, activators so children can turn on and turn off the water.
7.2.14	Signage for age appropriated activities.
7.2.15	Systems to monitor and control water quality.
7.2.16	Training on operation and maintenance for activates, features, equipment, and water quality at a minimum.
7.2.17	Spray Features should include both flush mounted sprays and standing spray components.
7.2.18	All access and decking shall comply with current A.D.A. standards.
7.2.19	Water Filtration System must be in compliance with AEPA Member State and Local Dept. of Health Standards, U.L certified.
7.2.20	Waterpark controller(s) to perform the following: 1) Control the Park days and hours of operation. 2) Control activation and sequencing of all spray features without limits to times or patterns. 3) Monitor, display and control water chemistry.
7.2.21	Play Products at a minimum: 1) All aquatic play products installed above and below grade shall be manufactured from A304 stainless steel. 2) The anchoring system shall be manufactured from A304 stainless steel. 3) Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing, Galvanized Steel, or Aluminum shall not be utilized for any above or below grade play product structures.
7.2.22	Mounting and Assembly Hardware at a minimum: 1) All hardware and anchoring systems shall be A304 stainless steel. 2) All Play Products and Ground Spay systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. 3) Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.
7.2.23	Spray nozzles, caps and heads at a minimum: 1) Shall be manufactured from lead free brass, A304 stainless steel, UHMWPE or Polyurethane and shall use tamper resistant tools for installation and removal. 2) PVC, Nylon, and Delrin™, shall not be utilized. 3) All grade level play products are to be furnished with appropriate winterization caps.
7.2.24	Painted Finish: Shall be a polyester smooth glossy heat-cured powder coat that is UV and chemical resistant and suitable for public spaces.
7.2.25	Material for Paneling, Signage, Water Deflection, and Toe Guards: All Polyethylene, Polyurethane, Elastomers and Seeflow Polymers used for paneling, signage or water deflection shall be resistant to chlorinated water and be ultraviolet stabilized to inhibit sunlight fading.
7.2.26	Lexan and Seeflow Polymers:

Item	Description
Lot 2	Waterpark General
	<ol style="list-style-type: none"> 1) The Lexan Polymer shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. 2) The polymer shall present dimensional stability a high resistance towards chemical products, ultra-violets rays and be transparent presenting crystal clear surface throughout.
7.2.27	<p>Water Park Surfacing</p> <ol style="list-style-type: none"> 1) Recommended for the following application <ol style="list-style-type: none"> a. Water playgrounds b. Splash decks c. Water parks d. Waterslide entrances e. Pool surrounds f. Spray parks g. Hydrotherapy pool concourses h. Wet area pathways 2) Concrete Decking <ol style="list-style-type: none"> a. Decking and component footers shall be separate and not monolithically constructed. b. A minimum of 3500 psi required. c. Steel reinforcement to be included in both footers and decking. d. Decking thickness no less than 5". e. Footers to be in accordance with spray feature manufacturer's recommendations. f. Embedded Anchoring and Leveling Systems shall have an integrated leveling system facilitating installation, ensuring product is plumb and installed at the desired height. g. When applicable, templates shall be supplied to facilitate the installation of embedded anchoring equipment. h. All play products shall have electrical grounding studs incorporated into their associated anchoring equipment. 3) Surface Slope <ol style="list-style-type: none"> a. Slope surfacing toward drainage areas of the park and accommodate possible over-spray due to wind. b. Preferred grades of spray parks are 2% to 5% with a 6.5% maximum in wet areas. c. Where walkways slope away from the spray park, be certain to provide adequate drainage in the adjacent soft landscape. d. A meandering drainage channel flowing through several play stations can increase the overall play value. 4) Surface Concrete/Asphalt Base Requirements <ol style="list-style-type: none"> a. Depth a minimum 4" Thickness b. Concrete shall maintain a slope of 1% in any one given direction towards drains or to the outside perimeter of the playground. Base must exhibit positive drainage. c. Concrete must maintain a tolerance of 1/8" in 10' to avoid low areas that will hold water under the surface. The slab contractor shall be responsible for flooding all slabs to insure proper slope and tolerance and to avoid delay charges. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of installation crews.

Item	Description
Lot 2	Waterpark General
	<ul style="list-style-type: none"> d. All new concrete slabs must cure for a minimum of seven (7) days prior to installation of surfacing. Cure time for asphalt is fourteen (14) days. After asphalt has cured, it must be pressure washed prior to receiving the surface. e. Floor drains should be located outside of required fall zone areas to avoid having the surface installed over the drains. Recommended locations for drains are under play unit or against low-end wall or curb. f. Concrete should be finished with a medium broom finish. 5) Surface Material <ul style="list-style-type: none"> a. Poured in Place Rubber, Urethane or Polyolefin b. Foam Rubber Tiles c. Resistant to degradation or fading, even in the harshest sunlight (UV stabilized) d. Slip resistance e. Chemical resistance f. Installed with seamless finish 6) Installation <ul style="list-style-type: none"> a. Examination <ul style="list-style-type: none"> i. Verification of Site Conditions: Verify that substrate conditions are suitable for installation of the poured in place surfacing. Do not proceed with installation until unsuitable conditions are corrected. ii. Drainage: Proper drainage is critical to the longevity of the surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty. b. Preparation <ul style="list-style-type: none"> i. Existing Substrate Preparation: Remove any loose or delaminated material that would be deleterious to application of the new surface. Fill cracks in existing concrete with cementitious patching compound. ii. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers (such as water park equipment) per surface manufacturer specifications. c. Installation <ul style="list-style-type: none"> i. Using a hand trowel, install material per surface manufacturer specifications. ii. Allow to cure for a minimum of 48 hours. iii. At the end of the minimum curing period, verify that the surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface. iv. Do not allow foot traffic or use of the surface until it is sufficiently cured. d. Protection <ul style="list-style-type: none"> i. Protect the installed surface from damage resulting from subsequent construction activity on the site.
7.2.28	<p>Safety:</p> <ul style="list-style-type: none"> 1) All accessible edges shall be machined to a rounded finish. All welds shall be watertight, buffed smooth or polished to a non-visible finish and factory pressure tested. 2) Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards.

Item	Description
Lot 2	Waterpark General
	3) All products shall be designed in accordance with ASTM F1487, ASTM F-2461, and ASTM F2376 regulations for public playgrounds. 4) Surface Water Saturation System must have positive drainage without standing water at any time.
7.2.29	Substitutions 1) All substitute approval requests shall be accompanied by manufacturing drawings, including spray zones, sequencing, plumbing and electrical schematics and complete salt spray resisting testing data produced by an independent laboratory for coatings and a written warranty from the manufacturer. 2) All substitutions shall be approved by the owner or owner representative.
7.2.30	Drawings and Instructions: 1) Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation. 2) All product and installation drawings shall be stamped by an engineer that is licensed in the AEPA Member State.
7.2.31	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.
7.2.32	A. Warranty 1) All warranties will begin on the date of final acceptance by the member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. a. Labor and installation: 1 year b. A 25 Year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres, drains and plumbing. c. A 10 Year Warranty on the reinforced fiberglass skid, sand filter fiberglass tank and cartridge filter fiberglass tank. d. A 5 Year Warranty on brass components including; spray nozzles, spray caps and spray heads. High-density polyethylene components, polyurethane components, and ultra-high molecular weight polyethylene components. The Subterranean vault (enclosure and access hatches), stainless steel automated water distribution manifold, drain boxes, strainers, electrical enclosures, filters, pumps, and chemical controllers. e. A 5 Year Warranty on color coatings, stainless steel hardware & moving parts, fiberglass products, Seeflow Polymers, Soft Touch Elastomers (Toe Guards), subterranean water containments system, circulation pumps, chemical injection pumps, chlorinator systems, acid feed systems, polyvinyl chloride (PVC); piping, fittings, ball valves, check valves, cartridge elements, pressure gauges, chemical sensing probes, motor starters, electrical relays, terminal blocks, actuated valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring and connections. f. Splash and Water Parks manufacturer must have a written 5-year product warranty for shock attenuation or fall height protection, material and defects for surface materials.
7.2.33	The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.

Item	Description
Lot 3	Skate Parks
7.3.1	Can be either be constructed in concrete or modular steel reinforcing or synthetic fibers.
7.3.2	<p>Concrete Skating Surface minimum requirements</p> <ol style="list-style-type: none"> 1) To meet or exceed American Concrete Institute (ACI) ACI117 for concrete roughness and flatness for skate park design. 2) Thickness: 4" with 6" thickened edges 3) Aggregate: Small to Medium (3/4" maximum) 4) Finish: Steel-Troweled Between Light Broom and Glassy 5) Chemical Sealant 6) Camber: ~1% or 1/8" per foot 7) Maximum Deviation: 1/8" over 10' (puddle-free) 8) Curing Time: 2 weeks 9) Dusting: Not Permitted 10) Reinforcement: Post-Tension with Fiberglass preferred or steel-reinforced if not post-tension, 11) Control Lines: 1/4" wide x 3/4" deep in a 10' x 10' grid 12) Concrete should be a minimum of 4,000 psi and cured for 8 days. 13) Skateable expansion joints can be made with saw cuts made in the concrete surface. These expansion joints are needed in cold climates and in areas with a lot of ground movement. 14) Concrete bowls must have drains. The holes in the drain need to be smaller than the smallest finger or you will risk getting fingers caught. Bowls should also have a roll-in or shallow end so that injured riders can be easily evacuated.
7.3.3	<p>Ramp Structure minimum requirements</p> <ol style="list-style-type: none"> 1) Outdoor ramps are constructed on site of treated wood with galvanized, coated, and stainless fasteners. 2) Indoor ramps may be built of untreated plywood, lumber and uncoated fasteners. 3) Transition templates are of 3/4" plywood spaced at 4' to 6'. 4) Ribs are either 2x4, maximum 4' length or 2x6, maximum 6' length. 5) Ribs are spaced 6" on center. 6) Framing is sheathed with two layers of 1/2" plywood fastened with screws.
7.3.4	<p>Non-concrete Skating Surface minimum requirements</p> <ol style="list-style-type: none"> 1) Painted galvanized steel 2) Surface is countersunk and fastened with screws. 3) Surface section in 10" or 12' long sheets to eliminating horizontal seams which cause a slight kink on curved ramps. 4) Tempered hardboard may be used indoors.
7.3.4	<p>Bottom Edges minimum requirements</p> <ol style="list-style-type: none"> 1) For outdoor ramps, painted 11g galvanized steel is used where skating surface meets concrete. 2) 16" wide steel set at the lowest possible angle to makes the transition from concrete to ramp the smoothest possible. 3) Black steel may be used for indoor ramps.
7.3.5	<p>Coping and Rails minimum requirements</p> <ol style="list-style-type: none"> 1) To be galvanized for indoor and outdoor applications. 2) Round edge, square tube is used for ledge edges and rails.
7.3.6	<p>Ramps minimum requirements</p> <ol style="list-style-type: none"> 1) Outdoor ramps galvanized coated.

Item	Description
Lot 3	Skate Parks
	2) Indoor ramps black steel may be used but galvanized coated is preferred.
7.3.7	Platforms and Railings minimum requirements 1) 4' deep platforms are framed with 2x6 joists, with 4x4 posts. 2) Outdoor platform framing is covered with 3/4" plywood and surfaced with galvanized steel. 3) Indoors platform framing is covered with 3/4" plywood. 4) Paint or stain and seal all exposed interior and exterior wood surfaces. 5) Hand railing to be built to local code. 6) Decorative rail designs and enclosed ramp backs to be made available.
7.3.8	Fasteners to be tamper proof with rust preventative finish.
7.3.9	Site survey by contractor with knowledge and familiarity with issues that are involved in providing a hazard free experience with for the public that will be using the facility.
7.3.10	Drainage minimum requirements 1) Bowls in particular must daylight or tie into existing city or county drainage system. 2) Minimum of 1-3" skate park drains" and 1-3 "landscape drains" installed prior to skate park placement and to local building codes. 3) All drains will need clean outs for future maintenance.
7.3.11	Warranty 1) Labor and installation: 1 year 2) Hardware: lifetime 3) Manufacture must supply at the minimum a 15-Year Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. The warranty will not cover cosmetic issues, wear and tear resulting from normal use of the product, misuse or abuse of the product. 4) Manufacturer must supply at the minimum a 15-Year Warranty on Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues, wear and tear resulting from normal use of the product, misuse or abuse of the product. 5) All outdoor wood components at a minimum a 12-year warranty.
7.3.12	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.

Item	Description
Lot 4	Sun Shades, Shelters, Conventional and Waterless Restrooms, Concession, Kiosks, Gate Houses, Pool and Aquatic Buildings
7.4.1	Pre-engineered and pre-fabricated shelters and pavilions, conventional and waterless restrooms buildings, concession buildings, kiosks, gate houses, pool and aquatic buildings, etc . 1) Structures can be from a variety of materials, including metal, wood, glass and fabric. 2) Proposed as-built drawings for each type of structure offered. 3) Finish a. Powder coating shall be electrostatically applied and oven cured. b. Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117). 4) Hardware a. Primary fasteners can either be carbon-steel plated with zinc/nickel and

	<p>iridescent chromate finish, or stainless steel.</p> <p>b. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.</p> <p>5) Maintenance, service manuals and parts list will be provided.</p>
7.4.2	<p>Warranty</p> <p>1) All warranties will begin on the date of final acceptance by the AEPA Member.</p> <p>2) Labor and installation: 1 year</p> <p>3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship.</p> <p>4) Warranties will be the standard manufacturer warranty except for labor and installation.</p>

Item	Description
Lot 6	Services
7.5.1	Site evaluation
7.5.2	Installation of equipment
7.5.3	Design of playground, waterpark, or skate park
7.5.4	Provide AEPA member with blueprint/layout documentation as requested
7.5.5	Repair service
7.5.6	Maintenance options for AEPA member
7.5.7	Equipment removal and disposal
7.5.8	Product testing
7.5.9	Landscape architect
7.5.10	Other related services as needed

8. Pricing – See Pricing section in Part A – General Terms & Conditions for details on bid pricing guidance

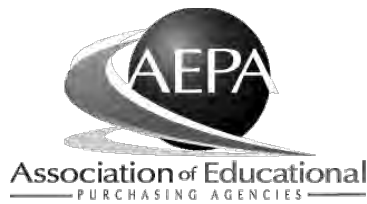
8.1 This bid category does have an Item List.

8.2 Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tabs to be completed as follows:

- a. **F.1 – Catalog Discount (Required)** for the any of the Lots you are bidding. The Bidder may bid one or more lots.
- b. **F.2A – List Price Schedule (Optional)** for the Lots you are bidding. The bidder may bid one or more lots. Bidder does not have to price every item on the list price schedule if not offered. **Additional product offerings may not be added to this form.*
- c. **F.3 – Services Price Schedule (Optional)**
- d. **F.4A – State Multiplier (Required)** if proposing installation services
- e. **F.4B – Construction Rates (Required)** if proposing installation services
- f. **F.5 – Volume Discounts (Optional)**

8.3 The Catalog Category Discount and the List Items award will not be split.

9. Evaluation of the Bid – See Evaluation section in Part A – General Terms & Conditions for details on evaluation guidance.



**Invitation for Bid
AEPA #019.5-B
Playground & Recreational Equipment**

Part B – Specifications

Table of Contents

1. <u>Scope of Bid</u>	1
2. <u>Type of Bid</u>	4
3. <u>Anticipated AEPA Member Agency Participation</u>	4
4. <u>Glossary of Terms and Abbreviations</u>	5
5. <u>Special Terms and Conditions</u>	5
6. <u>Standard Specifications [Fixed Specifications]</u>	6
7. <u>Product Category Specific Specifications</u>	7
8. <u>Pricing – See Pricing section in Part A – General Terms & Conditions for details</u>	23

1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 27) in one or more of the following lots.

Provide playground and recreational equipment, play and waterpark structures, modular and concrete skate parks, surfacing materials, site furnishings, shelter structures, fitness equipment and early childhood aids for teaching perception and motor skills.

AEPA Members have long recognized the essential role that play and recreational activities contribute to childhood physical development and maintaining an individual’s health through their lifetime. However, in order to provide a sound educational environment for all levels students, community youth, and general public; the equipment, structures and fixtures must be well designed, easily maintained, safe and attractive to all ages.

The table below provides the names of equipment suppliers which AEPA desires to see included in proposals. This list is not all inclusive, but represents a portion of the equipment suppliers available within this market.

Type of Equipment:

1. **Playground Equipment** - A complete and comprehensive catalog of all park and playground equipment (for all ages) including, but not limited to, complete systems, stand-alone activities, system components, replacement parts and related accessories available from the Proposer.
2. **Water Park Equipment** - A complete and comprehensive catalog of equipment (for all ages) including, but not limited to, interactive water features, slide activity centers, urban water features,

water related play areas (splash pads, water cannons, rain trees, water buggy, etc.), accessories and custom solutions, water management systems, aquatic fitness equipment, shade sails, complete systems, stand-alone activities, replacement parts and related accessories available from the Proposer.

3. **Skate Park Equipment** - A complete and comprehensive catalog for all types of concrete and modular Skate Park, equipment, replacement parts, and related accessories.
4. **Sun Shade, Shelters, Conventional and Waterless Restrooms, Concession, Kiosks, Gate Houses, Pool and Aquatic Buildings** - A complete and comprehensive catalog of products available from the Proposer.
5. **Services** - The complete range of services, such as but not limited to, site evaluation, installation, design, layout, landscape architect, repair, maintenance, equipment removal and disposal, product testing, and any other related services.

All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications and that American Disabilities Act (ADA) regulations.

Vendors should assist AEPA Members in assessing, evaluating and determining the safety and operational status of the various types of equipment, structures and fixtures found within playgrounds, park setting, and recreational facilities. Providing AEPA Members with a complete and comprehensive report identifying areas of concern and equipment needing maintenance, repair and/or replacement. Vendors should work with the AEPA Members in developing a short-term action plan to remediate, resolve and/or remove any unsafe conditions and establish a long-term maintenance program for maintaining AEPA Members facilities in good working conditions.

Upon request, the Vendor should be able to assist the AEPA Members and its design professional in the design and layout for new playgrounds, water parks, skate parks, and recreational and public facilities. Provide, if required, AEPA Members with necessary construction services for demolition, site preparation, ADA requirements, and installation of all equipment.

Provide AEPA Members with the necessary training and support services to allow their staff to conduct safety inspections, to perform maintenance according to manufactures instructions, and install or replace equipment, structures and fixtures according to manufactures specifications.

General Requirements

The standards and specifications provided below are intended to establish minimum requirements for Proposer and provide a general overview of the quality and type of products and services being requested. Any products and services offered are to meet or exceed current AEPA State Building Codes. AEPA Members reserve the right to reject any and all products and services offered that, in their opinion, do not meet, or exceed AEPA State Building Codes.

1. F1148 Standard Consumer Safety Performance Specification for Home Playground Equipment
2. F1292 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment
3. F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
4. F1918 Standard Safety Performance Specification for Soft Contained Play Equipment
5. F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
6. F2049 Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas
7. F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
8. F2223 Standard Guide for ASTM Standards on Playground Surfacing

9. F2373 Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months
10. F2479 Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing
11. F2334 Standard Guide for Above Ground Public Use Skate Park Facilities
12. F2480 Standard Guide for In-ground Concrete Skate Park
13. F2698 Standard Guide for Fences for Above-Ground and In-ground Skate Park Facilities
14. F2376 Standard Practice for Classification Design Manufacture Construction and Operation of Water Slide Systems
15. F2461 Standard Practice for Manufacture Construction Operation and Maintenance of Aquatic Play Equipment
16. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
17. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastom
18. U.S. Consumer Product Safety Commission, Publication 325, Handbook for Public Playground Safety
19. For any project the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. It is the Proposer's responsibility for compliance to ADA and ADAAG requirements for products and services offered.
20. Any contract awarded are indefinite-quantity contract. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on a detailed scope of work and in compliance with one of the approved pricing methodologies.
21. The Proposer must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of athletic and recreational lighting systems, construction and related trades and utilities work which may be part of any athletic facility project.
22. The Proposer must be willing, able and have the ability and capacity to provide all labor, materials, and equipment required to provide design services, site inspection and preparation services, and construction services. These services may be provided by the Proposer's own crews and staff or by subcontractors contracted and supervised by the Proposer. It should be noted that the level of the Proposer's involvement will depend on the Member's requirements.
23. The Proposer is responsible for ensuring that the design and construction drawings and manual clearly indicate, identify and communicate the products, services and testing that must be provided to deal with site preparation and public utilities; sub-base-works, drainage systems, concrete and asphalt base-works; and surfaces that are in accordance and comply with AEPA State Building Codes.
24. For any project the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. It is the Proposer's responsibility for compliance to ADA and ADAAG requirements for products and services offered.
25. If only providing products, the Proposer must provide the AEPA Member with construction guidelines, requirements, and recommendations for the site preparation sub-base and surfacing requirements.
26. If any part of the design or construction work is to be performed by the AEPA Member architect and/or a third party not associated with the Proposer, the Proposer, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If work is not acceptable, the Proposer must notify the Member immediately in writing stating what is not acceptable and how the determination was made.
27. Cost for temporary utility services electrical, water, gas, etc., that is utilized during the construction process will be identified and agreed upon in writing by the AEPA Member. Utility services (electrical,

water, gas, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the contractor and can only be transferred to the AEPA Member on written agreement specifically stating what contractor's utilities it will be responsible for. Copies of such agreements shall be provided to AEPA Member prior to a purchase order being issued.

28. All work will be in compliance with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the AEPA Member representative of the situation. The contractor will not construct any sub-assembly, structure, or device or produce any condition that intentionally violates a fire, health, safety or building code.

Quality Assurance

1. The Proposer will only utilize factory certified tradesmen that are licensed in the AEPA Member State to perform all installation work. If the installation of materials is not considered construction, then the installers does not need to be license.
2. All material shall be guaranteed to the extent that:
 - a. Installed in accordance and the manufacturer's specifications.
 - b. Will perform as specified per the manufacturer's specifications.

2. Type of Bid

This bid is considered a:

YES	NO	TYPE OF BID
√		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
	√	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Proposer specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate? Yes or No	Other States Member Sells In
California	Yes	AZ,NV
Colorado	Yes	
Connecticut	Yes	MA,ME,NH, NY, RI,VT
Florida	Yes	AL,GA
Illinois	No	
Indiana	Yes	
Iowa	Yes	IL,SD
Kansas	Yes	OK
Kentucky	Yes	AL,GA,LA,MS, NC,SC,TN,WV
Massachusetts	Yes	
Michigan	Yes	
Minnesota	Yes	SD

Missouri	Yes	AR,IL,LA,SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	No	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	No	
Pennsylvania	Yes	DE,HA, MD,NY,
Texas	Yes	
Virginia	Yes	
Washington	No	AK,ID
West Virginia	Yes	PA, MD
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Proposer. Each AEPA Member Agency will make that determination after reviewing Proposer responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

Playground and Recreational Equipment is a new category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$9 to \$11 million in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

- a. ASTM - American Society for Testing & Materials International standards and testing, <http://www.astmnewsroom.org>
- b. IPEMA - International Play Equipment Manufacturers Association, <https://ipema.org/>.
- c. NRPA - National Recreation and Park Association <https://www.nrpa.org>
- d. CPSC - Consumer Products Safety Commission <https://www.cpsc.gov>
- e. ADA - American Disabilities Act <https://www.ada.gov>

4. Special Terms and Conditions

1. Acceptable bid security will be in an amount of \$100,000 with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.
2. The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufactures' warranty, whichever is longer.
3. Contractor's License: Each of the 27 states covered by this solicitation has its own state licensing qualifications, requirements and processes. The Vendor Partner is responsible for knowing each

state's requirements and codes. At the time of the response, Vendor Partner must be able to comply with all licensing requirements. For those states where licenses are required, a copy of the appropriate licenses authorizing the Vendor Partner to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be provided within 5 business days of request, and must have been in effect as of the date this bid was issued. If the Vendor Partner intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the Vendor Partner within 10 business days following request. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.

5. Standard Specifications [Fixed Specifications]

Item	Description
6.1	The Proposer will have access to a full inventory of the awarded product line.
6.2	The Proposer shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.
6.3	<p>Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Proposer will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.</p> <p>In the case of a delay, the Proposer will notify the Buyer within five (5) business days. The Buyer will notify the Proposer within seven (7) business days whether to proceed or cancel the order. The Buyer will be under no obligation to select a different product or service if the order is cancelled if the contractor is unable to deliver on time.</p>
6.4	Proposers must be a manufacturer's authorized sales and service dealer for all proposed equipment, products, or installation. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Proposer and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
6.5	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.6	If the Proposer intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Proposer must identify all providers and any and all associated costs with these providers.
6.7	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.8	Proposers must be able to supply paper catalogs or electronic catalogs where requested. The non-electric catalog shall have a cover label indicating that the catalog's content, the agency's contract number, discount level(s) and any special ordering instructions. The electronic catalog shall have in its instruction the agency's contract number, discount level(s) and any special ordering instructions.
6.9	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.

Item	Description
6.10	Orders not filled and partials shall be indicated on the packing list. Proposer shall inform member of anticipated availability date for unfilled and partial orders.
6.11	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.12	Proposer has the option to offer private label products. Proposer shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.13	The Proposer need to have the capacity of receiving Buyers order 24-hours either by fax or e-mail.
6.14	If the Proposer makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Proposer agrees to pay for cost of any returned product due to a pricing error.
6.15	Proposer shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.
6.16	Shipping Costs: The Bidder can offer free or flat-rate shipping. Case on Delivery (COD) is not an acceptable method to ship items to AEPA and its Members. If shipping is charged, the actual cost of delivery will be added to the buyer invoice. In the case of LTL(Less-Than Truckload) or Full Truck shipments, the shipping terms will be “FOB Destination, freight prepaid and added to buyer invoice” AEPA is a nonprofit organization and its Members are educational and governmental agencies, the sell must make a good faith effort to choose a freight carrier and shipping rate that is competitively priced to AEPA and its Members.

6. Product | Category Specific Specifications

Item	Description
Lot 1	Playground General
7.1.1	The Proposer must be able to demonstrate that the proposed playground equipment is designed and developed to minimize the risk of injury to children. Proposer must describe firms and manufacturer’s products and services offered.
7.1.2	The Consumer Products Safety Commission (CPSC) has determined that certain kinds of playground equipment are more hazardous than others. AEPA Members will not accept on contract the following types of equipment for public playground: roller slides; multiple occupancy swings, animal figure swings, rope swings, swinging exercise rings, trapeze bars and trampolines. Under certain conditions, some of the restricted items are permitted by Consumer Products Safety Commission (CPSC) guidelines. If you offer any of the restricted equipment, cite the CPSC reason for inclusion and how you will ensure that the end user understands the risks and conditions in which they are accepting this equipment.
7.1.3	AEPA Member reserves the right to reject any of the following equipment, without cause: <ol style="list-style-type: none"> 1) Equipment greater than 10 feet in height; 2) Wood products not treated with approved chemicals; 3) Basketball nets made from chain; 4) Teeter-totters without limiters; 5) Merry-go-rounds; 6) Swings attached to play structures.
7.1.4	Indoor play equipment: <ol style="list-style-type: none"> 1) If a wood product, solid, hard maple, is preferred.

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> 2) Plywood or particleboard is not acceptable for play products or furniture. 3) Tabletops may be particleboard if plastic laminated and non-warping. 4) Plywood panels may be used in toddler chairs if framed with maple. 5) Other hardwoods may be substituted for maple, but AEPA Member reserves the right to determine if the substitution is acceptable. 6) All lacquered or painted surfaces must be guaranteed as “safe for children’s toys”.
7.1.5	<p>Outdoor Play Equipment</p> <ul style="list-style-type: none"> 1) Steel pipes on outdoor playground equipment, must be galvanized throughout. All ferrous metals must be painted, galvanized or treated to prevent rust. 2) Wood used in outdoor active play equipment should be pine or redwood. <ul style="list-style-type: none"> a. The pine must be pressure treated; redwood may be natural. b. If you offer some other woods, explain why they meet or exceed the quality of redwood or pine. c. Creosote, pentachlorophenol, and tributyl oxide are too toxic or imitating to be used as a preservative, as are pesticide-containing finishes. Copper and zinc naphthenates and berates may be used to treat wood. d. All outdoor wood components should have a 12-year warranty.
7.1.6	Complete instructions for installing outdoor play equipment must be provided to the AEPA Member.
7.1.7	<p>Fasteners</p> <ul style="list-style-type: none"> 1) When installed and tightened according to manufacturer's instructions. 2) All fasteners, connections and covering devices should not loosen or be removable without the use of tools. 3) Lock washers, self-locking nuts or other locking means shall be provided for all nuts and bolts. 4) No part of the assembly should be able to be dismantled without tools. 5) All fasteners must be corrosion resistant and have no rough or sharp edges that can cause injury. 6) All S-hooks must be as tightly closed as possible. 7) Any parts requiring lubrication should have easy access or be self-lubricating.
7.1.8	<p>Metal Surfaces</p> <ul style="list-style-type: none"> 1) Metal surfaces on platforms and slide must be fabricated and be coated with a vinyl or power coated finish in such a manner as to avoid burn injury.
7.1.9	All products offered under this lot must meet or exceed the outdoor equipment standards of the guidelines published by the CPSC in the following areas: stairways and ladders; rungs and other hand-gripping components; handrails; access and transition from platforms; platforms and protective barriers.
7.1.10	The Proposer must be able to provide maintenance/repair products and services with qualified service technicians, who possess the knowledge, background and experience with all of the equipment being offered under this category. The Proposer will use only replacement parts and materials that meet or exceed the specifications of the original manufacturer’s parts.
7.1.11	<p>The following are intended to establish minimum standards for Quality and Safety of products:</p> <ul style="list-style-type: none"> 1) All equipment offered as part of the Proposer’s response must comply with latest edition of ASTM F 1487 and provide proof from the manufacturer of the equipment satisfies the requirement of the standard. 2) All equipment, surface impact attenuation of surface systems under and

Item	Description
Lot 1	Playground General
	<p>around playground equipment, and engineered wood fiber for use as playground safety surface under and around playground equipment must be meet IPEMA Certification and conform to the following ASTM1487.01, ASTM F1292-99, ASTM F2075/4.6, U.S. Consumer Products Safety Commissions Standard, Americans with Disabilities Act (ADA) requirements for accessibility and ASTM F1951 for ADA requirements for surface material. A copy of certification to standards must be provided.</p> <ol style="list-style-type: none"> 3) As an alternate, equipment offered can to conform to the German standard for safety of playground equipment, DIN 7926 4) The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed. 5) All playgrounds designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points. 6) When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard. 7) The Proposer will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the playground area. If the Proposer has any concerns and/or issues relating to the project, the Proposer is responsible for communicating these in writing to the AEPA Member.
7.1.12	<p>The Proposer will provide installation instruction, site drawing, and drainage plans by a licensed professional for member to be used by the installer of the play equipment installer. To include but not limited to:</p> <ol style="list-style-type: none"> 1) Number of play features that are ADA accessible. 2) ADA accessible routes. 3) Site preparation for installation of play equipment and surfacing to include borders, walkways, pad for surfacing materials, etc. 4) If engineered wood fiber is used, then rubber mats will need to be provided in the excessive wear areas, such as slide exits, under swings, and sliding poles, mat should be placed on 6" of surfacing with another 6" of surfacing on top of mat. 5) Access paths of resilient tiles or poured in place surfacing to be used, when possible, to permit wheelchair access to play equipment. 6) All surfacing materials will meet CPSC guidelines and ATSM requirements.
7.1.13	<p>All components of a playground system offered must meet or exceed all of the standards and specifications specified herein and shall have warranties.</p> <ol style="list-style-type: none"> 1) All moving parts will be fully guaranteed against corrosion, deterioration and/or workmanship for at least two (2) years after installation and acceptance by the AEPA Member. Any exceptions shall be clearly stated in the Proposer's response. 2) Artificial play surfaces must be guaranteed against material defects and workmanship for five (5) or more years. 3) Plastic and metal components will be guaranteed against corrosion, deterioration and/or workmanship for at least ten (10) years. 4) All outdoor wood components to have a 12-year warranty. 5) Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs will

Item	Description
Lot 1	Playground General
	<p>be guaranteed against corrosion, deterioration and/or workmanship for at least fifteen (15) years.</p> <p>6) All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware will be guaranteed against structural failure due to corrosion, deterioration or workmanship for fifty (50) or more years.</p> <p>7) For the first two (2) years after any playground system installation, the Proposer must be able to perform two annual inspections of the installed system. Proposer will provide the AEPA Member with a written inspection report showing the conditions of the equipment and any/all recommended maintenance or repairs that need to be made. Provide any expenses that are not covered by the warranty.</p>
7.1.14	<p>Installation</p> <ol style="list-style-type: none"> 1) Manufacturer will submit complete specifications for all play equipment offered. 2) All playground equipment will be professionally installed by licensed factory certified crew per manufacturer specifications. 3) Site Inspection: <ol style="list-style-type: none"> a. All sites will be examined for suitability prior to any site preparation and installation of equipment by the Proposer. b. If the proposed site is to be prepared by the AEPA Member installer, the Proposer must communicate all site requirements and conditions prior to accepting the proposed project. c. Prior to installing any equipment, the Proposer must accept the site conditions as meeting all requirements. d. Prior to installation, the natural features of the site will be evaluated for suitability with the results reported to the AEPA Member. These features will include topography (drainage), soil conditions, vegetation, climate (direction of prevailing winds, seasonal sun angles) and natural forces (flood plain). e. The location of underground and overhead power utilities, telephone, gas, cable and water lines will be determined prior to installation of playground equipment. f. Playgrounds will not be built over underground utilities or beneath high power lines. g. Bicycle trails and pedestrian pathways will not be intrusive. 4) Footing and Surface Mounting: <ol style="list-style-type: none"> a. Unless otherwise specified by AEPA State Building Codes, all footings shall be 34" below Finished Grade on all in-ground play events/posts. b. If surface mounting is required, a 2" below grade surface mount detail will be supplied. c. Other types of anchoring for specialty installation shall be available upon request.
7.1.15	<p>Equipment</p> <ol style="list-style-type: none"> 1) Playground equipment may be manufactured using steel, aluminum, plastic, or recycled materials. 2) Purified fractional-melt high-density polyethylene (HDPE), if used, will have all food residues, waste and adhesives removed prior to molding or extrusion. 3) Multiple-melt flow high- or low-density polyethylene (HDPE/LDPE) will be purified and contain no oils from food or adhesives.

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> 4) The use of composites of LDPE and a secondary fiber (such as sawdust) will not be permitted, unless independent lab studies document that the resulting product is not vulnerable to moisture deterioration, termite damage or failure at low temperatures. 5) Commingled plastics will not be permitted. 6) If tires are used in any part of the structure, the color will not rub off on children or their clothes. 7) Product-specific maintenance kits will be provided with each play system.
7.1.16	<p>The following items are intended to establish minimum standards for and level of quality of materials requested.</p> <ul style="list-style-type: none"> 1) All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts by the use of color-coordinated coatings such as zinc plating or powder coating. 2) Hardware and Fasteners <ul style="list-style-type: none"> a. Primary fasteners to be socketed and pinned, tamperproof in design, either carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel. b. All hardware is to include a locking patch type material. The material, when allowed a 72-hour cure time, shall require a minimum of four (4) times the installation torque to remove the fastener. c. The Proposer will provide AEPA Member maintenance personnel with a set of special tools for pinned hex fasteners and any other special fasteners as part of the purchase price. d. Bolt links shall be steel forged with a zinc alloy finish. 3) Metal Components <ul style="list-style-type: none"> a. All metal components that will come in contact with children's hands or body will be coated with a protective covering. b. All other metal components to be powder coated shall be free of excess weld and spatter. Parts shall be thoroughly cleaned in a pre-treatment system with a hot phosphatizing bath with a non-chrome seal for corrosion resistance and thoroughly dried. c. Powder coating shall be electrostatically applied and oven cured. d. Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117). 4) Decks <ul style="list-style-type: none"> a. Decks of various sizes and shapes will be offered including, but not limited to, one-piece square decks, one-piece corner decks, two-piece hex decks, one-piece triangular decks, and various extensions for each, as needed. b. Decks shall be of modular design and have slots to accommodate face mounting of components. c. Decks shall be manufactured from a single piece of low carbon 12 gauge sheet steel conforming to ASTM specification A-569. The sheet shall be perforated, then flanged formed and reinforced as necessary to insure structural integrity. d. Decks shall be protective coated and shall be designed so that all sides are flush with the outside edge of the supporting posts. e. Rotationally molded poly parts shall be molded of a linear low-density polyethylene that is U.V. and color stabilized. Wall thickness may vary from .187" (3/16") to .312" (5/16"), depending upon use. Rotationally

Item	Description
Lot 1	Playground General
	<p>molded products shall meet or exceed tensile strength of 2700 psi per ASTM D-638.</p> <p>f. High-density polyethylene parts shall be manufactured from material that is compression molded $\frac{3}{4}$" thick, high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of .933 G/cc per ASTM D-1505, tensile strength of 2400 psi per ASTM D-638.</p> <p>5) Posts</p> <p>a. Post lengths shall vary depending upon the intended use and shall be a minimum of 42" above the deck height.</p> <p>b. All posts shall be powder coated as specified.</p> <p>c. All posts shall have a "finish grade marker" positioned on the post identifying the 34 bury line required for correct installation and the top of the loose fill protective surfacing.</p> <p>d. Top caps for posts shall be aluminum die cast and powder coated to match the post color.</p> <p>e. Caps shall be factory installed and secured in place.</p> <p>f. Square aluminum posts shall have a minimum wall thickness of .125", be extruded of 6061-T6 aluminum alloy, and have rounded corners and ribbed faces for maximum safety.</p> <p>g. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a $\frac{1}{4}$" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be powder coated of a specified color.</p> <p>h. 5" x 5" aluminum supporting columns shall have a wall thickness of .093" and be extruded of 6063-T6 aluminum alloy and have rounded corners and ribbed faces for maximum safety. The extrusion shall conform to Federal Specification QQ-A-200/Q and ASTM B-221.</p> <p>i. Bolt bracket holes shall be factory drilled where necessary for proper installation. Caps and columns shall be powder-coated to a specified color.</p> <p>j. Steel posts shall be manufactured from 5" O.D. tubing with a wall thickness of .120", shall be galvanized after rolling, and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.</p> <p>k. Aluminum posts shall be manufactured from 6061-T6 extruded tubing conforming to ASTM B-221 and QQ-A-200/8. Posts shall have a 5" outside diameter with a .125" wall thickness.</p> <p>l. All pipe bolts shall be extruded of 6061-T6 aluminum alloy that measures 1 $\frac{1}{8}$" O.D. with a wall thickness of 5/16". All pipe bolts shall be tapped at both ends for 5/8" x 1$\frac{1}{2}$" standard fastener with a stainless steel washer.</p> <p>6) Rails and hand loops shall be manufactured from 1 $\frac{1}{8}$" O.D. steel tubing with a .120" wall. Exposed rails, loops and hand bars shall be protective coated.</p> <p>7) Aluminum arches shall be manufactured from 6061-T6 alloy. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to the arch. Arches shall be powder coated to a specified color.</p> <p>8) Clamps and Hangers</p> <p>a. All clamps, unless otherwise noted, shall be die cast with an aluminum alloy and have the following mechanical properties: ultimate tensile: 47,000 psi; yield strength: 28,000 psi; elongation: 7% in 2 inches; shear strength: 29,000 psi; endurance limit: 20,000 psi.</p>

Item	Description
Lot 1	Playground General
	<ul style="list-style-type: none"> b. Offset hanger clamp assembly shall use an offset design concept to attach standard pipe rails to posts. Offset hanger clamp shall use standard fasteners to secure rail to clamp. c. Deck hanger clamp assembly will attach decks to posts. Each clamp shall be pre-drilled for acceptance of a stainless steel (deck) stud, and stainless steel nut and washer shall complete attachment hardware. d. "T" clamp assembly will connect beams to posts. 9) Special Components <ul style="list-style-type: none"> a. Special components for play systems will include ring bridges, horizontal ladders, spiral climbers, play enclosures, arch bridges, loop ladders, single and double-wide slides, tunnels, slide winders, transfer modules, ramps, belt bridges, step ladders, chinning bars, barriers, panels (image, bubble, puppet, zoo, driver, finger maze, tracing, store, table, hole, window, tic-tac-toe, math, spelling, sand chute, sand and water, house, ball, slant entrance, sound chimes, project, geometric, block, bead and block, gear, paint, match 4, etc.), slide hoods, various slides, fire poles, corkscrews, loop poles, parallel bars, clatter bridges, chain walks, belt, chained, arched, and suspension bridges, curved track rides, wiggle ladders, log rolls, snake climbers, ring swing outs, centipede climbers, block climbers, and ratchet rides. Other units, as designed, may be proposed. 10) Roof options will include square poly roofs, sultan's palace type roofs, peak roofs, and other shaped roofs to meet the design requirements of the play system. 11) Permanent Edging <ul style="list-style-type: none"> a. Plastic <ul style="list-style-type: none"> i. Permanent edging units made from blow-molded high-density polyethylene, U.V. stabilized materials are preferred. ii. The units must be lightweight and easy to install, but need no regular maintenance. iii. Sections must be able to be installed above or below grade level and on asphalt. iv. No sections with sharp edges are permitted. v. Units will have hot-dipped galvanized steel stakes with rounded heads. vi. Sections can be 4' long, 12" high and 4" wide with recessed pockets for stake ends to eliminate protrusions. vii. The materials must be guaranteed for five (5) or more years. b. Concrete. <ul style="list-style-type: none"> i. Meet or exceed local building code requirements.
7.1.17	<ul style="list-style-type: none"> A. Signage <ul style="list-style-type: none"> a. Signs that attach to the play structures or that are freestanding are requested. b. Must list the age for use of equipment. c. Signs to be made from solid, two-color compression-molded, colorfast, U.V. stabilized high-density polyethylene. d. Both sides may have lettering. e. Freestanding signs will be mounted on powder coated posts. f. Specialty signs for installation on playgrounds can be provided.
7.1.18	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.

Item	Description
Lot 1	Playground General
7.1.19	<p>Warranty</p> <ol style="list-style-type: none"> 1) All warranties will begin on the date of final acceptance by the member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. 4) Playground Equipment <ol style="list-style-type: none"> a. Warranties will begin on the date of final acceptance by the member. b. Equipment, materials and labor shall be warranted at a minimum as follows: <ol style="list-style-type: none"> i. Support posts (5"): Lifetime ii. Support posts (under 5"): 15 years iii. Hardware: Lifetime iv. Stainless steel slides; pvc-coated metal decks Stainless steel slides; pvc-coated metal decks; pipes, rails, loops and rungs : 15 years. v. All aluminum posts, clamps, beams, caps and components; laminated plastic panels; galvanized steel upright posts; clamps, connecting brackets and hardware: 15 years vi. Plastic parts: 10 years vii. Moving parts: 2 year viii. Outdoor wood components: 12 years ix. Safety surfaces: 5 years
7.1.20	The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.
7.1.21	Playground Surfacing Materials
7.1.21.1	<p>Tiles Surfacing Material</p> <ol style="list-style-type: none"> 1) A polyurethane resin-bound tile or recycled shredded tires may be installed beneath equipment with less than a three-foot high fall height or for use in an access path. 2) The tiles will be per manufacturer specifications or 3' squares and 1 1/2" thick with either flat or beveled edges. 3) Tiles will be glued to the surface (concrete, asphalt or compacted crushed rock). 4) A transition edger will permit change to loose-fill, as needed. 5) Must meet or exceed and provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment. 6) Must meet or exceed and provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment 7) The materials must be guaranteed for five (5) or more years.
7.1.21.2	<p>Loose-Fill Synthetic Material</p> <ol style="list-style-type: none"> 1) A loose-fill synthetic material made from recycled tires and coated with a nontoxic fire-retardant colored coating. 2) Must meet or exceed and provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment. 3) Must meet or exceed and provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment 4) Must provide for drainage and does not deteriorate over time. 5) The materials must be guaranteed for five (5) or more years.
7.1.21.3	Loose-Fill Engineered Wood

Item	Description
Lot 1	Playground General
	<p>1) Standard wood chips, bark mulch, or material manufactured from recycled pallets will not be acceptable.</p> <p>2) Engineered wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)</p> <p>3) Must be non-toxic. It may not contain any recycled wood products or any wood containing paint, chemicals or additives. Bidder to provide Toxicity Test Data upon request by member.</p> <p>4) To have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable. Bidder to provide test data upon request by member.</p> <p>5) Product depth, after installation, must be in accordance with the procedure described in ASTM F-1292 and meet guidelines for critical height as set forth by the CPSC for use of wood products for protective surfacing under and around playground equipment.</p> <p>6) Must provide test results for impact attenuation in accordance with ASTM F1292 Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment.</p> <p>7) Must provide test results in accordance with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.</p> <p>8) Supplier must provide test results for the Engineered Wood Fiber in accordance with ASTM F2075 Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment.</p> <p>9) Supplier must certify that the surface meets the intent of the Americans With Disabilities Act.</p> <p>10) Supplier must provide product liability insurance certificate with project owner named as certificate holder, prior to delivery.</p>
7.1.21.4	<p>Pour in Place Rubber Surfacing</p> <p>1) A 2 layer system consisting of a basemat of 100% post-consumer recycled SBR (Styrene Butadiene Rubber) and polyurethane and a top surface consisting of recycled post-industrial EPDM (Ethylene Propylene Diene Monomer) rubber and polyurethane.</p> <p>2) Thickness range is from 1-3/4" to 5-1/2".</p> <p>3) Can be installed in on concrete, asphalt or crushed stone base.</p> <p>a. Concrete requires minimum thickness (typically 4") for non-weight bearing loads per the standards of the geographic region. 2% slope is recommended. Broom finish is recommended.</p> <p>b. Asphalt requires minimum thickness (typically 2") or non-weight bearing loads per the standards of the geographic region. 2% slope is recommended.</p> <p>c. Crushed Stone as use as a base for asphalt roads. A homogeneous mixture of fine and medium stone is applied in multiple layers and compacted using a mechanical compactor and/or roller to provide an even plane. The crushed stone base must be tightly compacted and smooth. A 2% slope is recommended.</p> <p>i. 95% Standard Proctor Compaction (as per ASTM Test) is of critical importance.</p> <p>ii. Stone for the base must be a homogeneous mix of 3/4" stone down to fines and you need to achieve a 95% compaction.</p> <p>iii. The minimum depth of the crushed stone base is 4".</p> <p>iv. Crushed stone base must be fully contained.</p> <p>v. A filter fabric is necessary for crushed stone bases only when tiles are installed.</p>
7.1.21.5	Certification by manufacturer that installer is an approved applicator of the playground

Item	Description
Lot 1	Playground General
	surfacing system.
7.1.21.6	IPEMA certified: meets critical fall heights up to 13 feet per ASTM F-1292
7.1.21.7	ADA compliant per ASTM F-1951 for playground surface accessibility
7.1.21.8	Training - The Bidder will provide as part on any contract with AEPA Member onsite training for the care and maintenance of the surfacing material.
7.1.21.9	<p>Warranty</p> <p>1) Recycled Shredded Rubber: Manufacturer must have a written 50-year product warranty for shock attenuation or fall height protection and a written 8-year limited product warranty for total color loss.</p> <p>2) Engineered Wood Fiber:</p> <p>a. The manufacturer must have a written 10-year product warranty against defective materials and manufacturer's workmanship of the product.</p> <p>b. The manufacturer must have a written 25-year product warranty for shock attenuation or fall height protection.</p> <p>3) Poured in place rubber or recycled rubber surfacing material:</p> <p>a. The manufacturer must have at a minimum a written 5-year product warranty shock attenuation or fall height protection, material and defects and a written 5-year product warranty for total color loss.</p>

Item	Description
Lot 2	Waterpark General
7.2.1	Waterpark is a recreational area designed for interactive water play. It does not have an open basin of standing water like a wading pool or swimming pool. It is a climb-resistant play feature designed for use in water play environments that spray, squirt, mist, dumps, shoots or sheets water. Activities to include but not limited to in-ground flush features, themed features, above grade features, interactive play features, etc.
7.2.2	Systems can either be potable or recirculating systems.
7.2.3	Activities should be designed to stimulate children's imagination as well as their senses of sight, hearing, touch and creating anticipation and surprise.
7.2.4	The aquatic play products shall be suitable for installation in municipal and commercial aquatic facilities and public play areas.
7.2.5	The Proposer must be able to demonstrate that the proposed equipment is designed and developed to minimize the risk of injury to children.
7.2.6	Proposer must describe firms and manufacturer's products and services offered.
7.2.7	All manufacturers' equipment offered as part the response will meet the International Organization for Standardization (ISO) certification. Written evidence of level ISO 9001 certification is preferred.
7.2.8	All equipment offered as part of the Proposer's response must comply with latest edition of ASTM F1487, ASTM F-2461, and ASTM F2376 regulations for public playgrounds. Proof from the manufacturer of the equipment satisfies the requirement of the standard is required.
7.2.9	The recommendations of the Consumers Products Safety Commission (CPSC), as published in the most current edition of the Handbook for Public Playground Safety, will be followed.
7.2.10	All water park designed will be accessible to handicapped children, in compliance with the Americans with Disabilities Act of 1990. Indicate ground level ADA and elevated components by transfer points.
7.2.11	When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.

Item	Description
Lot 2	Waterpark General
7.2.12	The Proposer will be responsible for performing its own review and assessment of any proposed project under this category to determine, recommend and propose products that are age-appropriate and present no safety risk to the public, who will have access to and will use the area. If the Proposer has any concerns and/or issues relating to the project, the Proposer is responsible for communicating these in writing to the AEPA Member.
7.2.13	Equipment offered shall have the option to change play times and scenarios by activity, activators so children can turn on and turn off the water.
7.2.14	Signage for age appropriated activities.
7.2.15	Systems to monitor and control water quality.
7.2.16	Training on operation and maintenance for activates, features, equipment, and water quality at a minimum.
7.2.17	Spray Features should include both flush mounted sprays and standing spray components.
7.2.18	All access and decking shall comply with current A.D.A. standards.
7.2.19	Water Filtration System must be in compliance with AEPA Member State and Local Dept. of Health Standards, U.L certified.
7.2.20	Waterpark controller(s) to perform the following: 1) Control the Park days and hours of operation. 2) Control activation and sequencing of all spray features without limits to times or patterns. 3) Monitor, display and control water chemistry.
7.2.21	Play Products at a minimum: 1) All aquatic play products installed above and below grade shall be manufactured from A304 stainless steel. 2) The anchoring system shall be manufactured from A304 stainless steel. 3) Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing, Galvanized Steel, or Aluminum shall not be utilized for any above or below grade play product structures.
7.2.22	Mounting and Assembly Hardware at a minimum: 1) All hardware and anchoring systems shall be A304 stainless steel. 2) All Play Products and Ground Spay systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. 3) Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.
7.2.23	Spray nozzles, caps and heads at a minimum: 1) Shall be manufactured from lead free brass, A304 stainless steel, UHMWPE or Polyurethane and shall use tamper resistant tools for installation and removal. 2) PVC, Nylon, and Delrin™, shall not be utilized. 3) All grade level play products are to be furnished with appropriate winterization caps.
7.2.24	Painted Finish: Shall be a polyester smooth glossy heat-cured powder coat that is UV and chemical resistant and suitable for public spaces.
7.2.25	Material for Paneling, Signage, Water Deflection, and Toe Guards: All Polyethylene, Polyurethane, Elastomers and Seeflow Polymers used for paneling, signage or water deflection shall be resistant to chlorinated water and be ultraviolet stabilized to inhibit sunlight fading.
7.2.26	Lexan and Seeflow Polymers:

Item	Description
Lot 2	Waterpark General
	<ol style="list-style-type: none"> 1) The Lexan Polymer shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. 2) The polymer shall present dimensional stability a high resistance towards chemical products, ultra-violets rays and be transparent presenting crystal clear surface throughout.
7.2.27	<p>Water Park Surfacing</p> <ol style="list-style-type: none"> 1) Recommended for the following application <ol style="list-style-type: none"> a. Water playgrounds b. Splash decks c. Water parks d. Waterslide entrances e. Pool surrounds f. Spray parks g. Hydrotherapy pool concourses h. Wet area pathways 2) Concrete Decking <ol style="list-style-type: none"> a. Decking and component footers shall be separate and not monolithically constructed. b. A minimum of 3500 psi required. c. Steel reinforcement to be included in both footers and decking. d. Decking thickness no less than 5". e. Footers to be in accordance with spray feature manufacturer's recommendations. f. Embedded Anchoring and Leveling Systems shall have an integrated leveling system facilitating installation, ensuring product is plumb and installed at the desired height. g. When applicable, templates shall be supplied to facilitate the installation of embedded anchoring equipment. h. All play products shall have electrical grounding studs incorporated into their associated anchoring equipment. 3) Surface Slope <ol style="list-style-type: none"> a. Slope surfacing toward drainage areas of the park and accommodate possible over-spray due to wind. b. Preferred grades of spray parks are 2% to 5% with a 6.5% maximum in wet areas. c. Where walkways slope away from the spray park, be certain to provide adequate drainage in the adjacent soft landscape. d. A meandering drainage channel flowing through several play stations can increase the overall play value. 4) Surface Concrete/Asphalt Base Requirements <ol style="list-style-type: none"> a. Depth a minimum 4" Thickness b. Concrete shall maintain a slope of 1% in any one given direction towards drains or to the outside perimeter of the playground. Base must exhibit positive drainage. c. Concrete must maintain a tolerance of 1/8" in 10' to avoid low areas that will hold water under the surface. The slab contractor shall be responsible for flooding all slabs to insure proper slope and tolerance and to avoid delay charges. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of installation crews.

Item	Description
Lot 2	Waterpark General
	<ul style="list-style-type: none"> d. All new concrete slabs must cure for a minimum of seven (7) days prior to installation of surfacing. Cure time for asphalt is fourteen (14) days. After asphalt has cured, it must be pressure washed prior to receiving the surface. e. Floor drains should be located outside of required fall zone areas to avoid having the surface installed over the drains. Recommended locations for drains are under play unit or against low-end wall or curb. f. Concrete should be finished with a medium broom finish. 5) Surface Material <ul style="list-style-type: none"> a. Poured in Place Rubber, Urethane or Polyolefin b. Foam Rubber Tiles c. Resistant to degradation or fading, even in the harshest sunlight (UV stabilized) d. Slip resistance e. Chemical resistance f. Installed with seamless finish 6) Installation <ul style="list-style-type: none"> a. Examination <ul style="list-style-type: none"> i. Verification of Site Conditions: Verify that substrate conditions are suitable for installation of the poured in place surfacing. Do not proceed with installation until unsuitable conditions are corrected. ii. Drainage: Proper drainage is critical to the longevity of the surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty. b. Preparation <ul style="list-style-type: none"> i. Existing Substrate Preparation: Remove any loose or delaminated material that would be deleterious to application of the new surface. Fill cracks in existing concrete with cementitious patching compound. ii. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers (such as water park equipment) per surface manufacturer specifications. c. Installation <ul style="list-style-type: none"> i. Using a hand trowel, install material per surface manufacturer specifications. ii. Allow to cure for a minimum of 48 hours. iii. At the end of the minimum curing period, verify that the surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface. iv. Do not allow foot traffic or use of the surface until it is sufficiently cured. d. Protection <ul style="list-style-type: none"> i. Protect the installed surface from damage resulting from subsequent construction activity on the site.
7.2.28	<p>Safety:</p> <ul style="list-style-type: none"> 1) All accessible edges shall be machined to a rounded finish. All welds shall be watertight, buffed smooth or polished to a non-visible finish and factory pressure tested. 2) Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards.

Item	Description
Lot 2	Waterpark General
	3) All products shall be designed in accordance with ASTM F1487, ASTM F-2461, and ASTM F2376 regulations for public playgrounds. 4) Surface Water Saturation System must have positive drainage without standing water at any time.
7.2.29	Substitutions 1) All substitute approval requests shall be accompanied by manufacturing drawings, including spray zones, sequencing, plumbing and electrical schematics and complete salt spray resisting testing data produced by an independent laboratory for coatings and a written warranty from the manufacturer. 2) All substitutions shall be approved by the owner or owner representative.
7.2.30	Drawings and Instructions: 1) Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation. 2) All product and installation drawings shall be stamped by an engineer that is licensed in the AEPA Member State.
7.2.31	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.
7.2.32	A. Warranty 1) All warranties will begin on the date of final acceptance by the member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. a. Labor and installation: 1 year b. A 25 Year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres, drains and plumbing. c. A 10 Year Warranty on the reinforced fiberglass skid, sand filter fiberglass tank and cartridge filter fiberglass tank. d. A 5 Year Warranty on brass components including; spray nozzles, spray caps and spray heads. High-density polyethylene components, polyurethane components, and ultra-high molecular weight polyethylene components. The Subterranean vault (enclosure and access hatches), stainless steel automated water distribution manifold, drain boxes, strainers, electrical enclosures, filters, pumps, and chemical controllers. e. A 5 Year Warranty on color coatings, stainless steel hardware & moving parts, fiberglass products, Seeflow Polymers, Soft Touch Elastomers (Toe Guards), subterranean water containments system, circulation pumps, chemical injection pumps, chlorinator systems, acid feed systems, polyvinyl chloride (PVC); piping, fittings, ball valves, check valves, cartridge elements, pressure gauges, chemical sensing probes, motor starters, electrical relays, terminal blocks, actuated valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring and connections. f. Splash and Water Parks manufacturer must have a written 5-year product warranty for shock attenuation or fall height protection, material and defects for surface materials.
7.2.33	The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.

Item	Description
Lot 3	Skate Parks
7.3.1	Can be either be constructed in concrete or modular steel reinforcing or synthetic fibers.
7.3.2	<p>Concrete Skating Surface minimum requirements</p> <ol style="list-style-type: none"> 1) To meet or exceed American Concrete Institute (ACI) ACI117 for concrete roughness and flatness for skate park design. 2) Thickness: 4" with 6" thickened edges 3) Aggregate: Small to Medium (3/4" maximum) 4) Finish: Steel-Troweled Between Light Broom and Glassy 5) Chemical Sealant 6) Camber: ~1% or 1/8" per foot 7) Maximum Deviation: 1/8" over 10' (puddle-free) 8) Curing Time: 2 weeks 9) Dusting: Not Permitted 10) Reinforcement: Post-Tension with Fiberglass preferred or steel-reinforced if not post-tension, 11) Control Lines: 1/4" wide x 3/4" deep in a 10' x 10' grid 12) Concrete should be a minimum of 4,000 psi and cured for 8 days. 13) Skateable expansion joints can be made with saw cuts made in the concrete surface. These expansion joints are needed in cold climates and in areas with a lot of ground movement. 14) Concrete bowls must have drains. The holes in the drain need to be smaller than the smallest finger or you will risk getting fingers caught. Bowls should also have a roll-in or shallow end so that injured riders can be easily evacuated.
7.3.3	<p>Ramp Structure minimum requirements</p> <ol style="list-style-type: none"> 1) Outdoor ramps are constructed on site of treated wood with galvanized, coated, and stainless fasteners. 2) Indoor ramps may be built of untreated plywood, lumber and uncoated fasteners. 3) Transition templates are of 3/4" plywood spaced at 4' to 6'. 4) Ribs are either 2x4, maximum 4' length or 2x6, maximum 6' length. 5) Ribs are spaced 6" on center. 6) Framing is sheathed with two layers of 1/2" plywood fastened with screws.
7.3.4	<p>Non-concrete Skating Surface minimum requirements</p> <ol style="list-style-type: none"> 1) Painted galvanized steel 2) Surface is countersunk and fastened with screws. 3) Surface section in 10" or 12' long sheets to eliminating horizontal seams which cause a slight kink on curved ramps. 4) Tempered hardboard may be used indoors.
7.3.4	<p>Bottom Edges minimum requirements</p> <ol style="list-style-type: none"> 1) For outdoor ramps, painted 11g galvanized steel is used where skating surface meets concrete. 2) 16" wide steel set at the lowest possible angle to makes the transition from concrete to ramp the smoothest possible. 3) Black steel may be used for indoor ramps.
7.3.5	<p>Coping and Rails minimum requirements</p> <ol style="list-style-type: none"> 1) To be galvanized for indoor and outdoor applications. 2) Round edge, square tube is used for ledge edges and rails.
7.3.6	<p>Ramps minimum requirements</p> <ol style="list-style-type: none"> 1) Outdoor ramps galvanized coated.

Item	Description
Lot 3	Skate Parks
	2) Indoor ramps black steel may be used but galvanized coated is preferred.
7.3.7	Platforms and Railings minimum requirements 1) 4' deep platforms are framed with 2x6 joists, with 4x4 posts. 2) Outdoor platform framing is covered with 3/4" plywood and surfaced with galvanized steel. 3) Indoors platform framing is covered with 3/4" plywood. 4) Paint or stain and seal all exposed interior and exterior wood surfaces. 5) Hand railing to be built to local code. 6) Decorative rail designs and enclosed ramp backs to be made available.
7.3.8	Fasteners to be tamper proof with rust preventative finish.
7.3.9	Site survey by contractor with knowledge and familiarity with issues that are involved in providing a hazard free experience with for the public that will be using the facility.
7.3.10	Drainage minimum requirements 1) Bowls in particular must daylight or tie into existing city or county drainage system. 2) Minimum of 1-3" skate park drains" and 1-3 "landscape drains" installed prior to skate park placement and to local building codes. 3) All drains will need clean outs for future maintenance.
7.3.11	Warranty 1) Labor and installation: 1 year 2) Hardware: lifetime 3) Manufacture must supply at the minimum a 15-Year Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. The warranty will not cover cosmetic issues, wear and tear resulting from normal use of the product, misuse or abuse of the product. 4) Manufacturer must supply at the minimum a 15-Year Warranty on Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues, wear and tear resulting from normal use of the product, misuse or abuse of the product. 5) All outdoor wood components at a minimum a 12-year warranty.
7.3.12	Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.

Item	Description
Lot 4	Sun Shades, Shelters, Conventional and Waterless Restrooms, Concession, Kiosks, Gate Houses, Pool and Aquatic Buildings
7.4.1	Pre-engineered and pre-fabricated shelters and pavilions, conventional and waterless restrooms buildings, concession buildings, kiosks, gate houses, pool and aquatic buildings, etc . 1) Structures can be from a variety of materials, including metal, wood, glass and fabric. 2) Proposed as-built drawings for each type of structure offered. 3) Finish a. Powder coating shall be electrostatically applied and oven cured. b. Polyester powder shall meet or exceed ASTM Standards for Adhesion (D-3359B); Hardness (D-2794); Impact (D-2794); and Salt Spray resistance (B-117). 4) Hardware a. Primary fasteners can either be carbon-steel plated with zinc/nickel and

	<p>iridescent chromate finish, or stainless steel.</p> <p>b. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.</p> <p>5) Maintenance, service manuals and parts list will be provided.</p>
7.4.2	<p>Warranty</p> <p>1) All warranties will begin on the date of final acceptance by the AEPA Member.</p> <p>2) Labor and installation: 1 year</p> <p>3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship.</p> <p>4) Warranties will be the standard manufacturer warranty except for labor and installation.</p>

Item	Description
Lot 6	Services
7.5.1	Site evaluation
7.5.2	Installation of equipment
7.5.3	Design of playground, waterpark, or skate park
7.5.4	Provide AEPA member with blueprint/layout documentation as requested
7.5.5	Repair service
7.5.6	Maintenance options for AEPA member
7.5.7	Equipment removal and disposal
7.5.8	Product testing
7.5.9	Landscape architect
7.5.10	Other related services as needed

8. Pricing – See Pricing section in Part A – General Terms & Conditions for details on bid pricing guidance

- 8.1 This bid category does have an Item List.
- 8.2 Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tabs to be completed as follows:
- a. **F.1 – Catalog Discount (Required)** for the any of the Lots you are bidding. The Bidder may bid one or more lots.
 - b. **F.2A – List Price Schedule (Required)** for the Lots you are bidding. The bidder may bid one or more lots. Bidder does not have to price every item on the list price schedule if not offered. **Additional product offerings may not be added to this form.*
 - c. **F.3 – Services Price Schedule (Optional)**
 - d. **F.4A – State Multiplier (Required)** if proposing installation services
 - e. **F.4B – Construction Rates (Required)** if proposing installation services
 - f. **F.5 – Volume Discounts (Optional)**
- 8.3 The Catalog Category Discount and the List Items award will not be split.

9. Evaluation of the Bid – See Evaluation section in Part A – General Terms & Conditions for details on evaluation guidance.



Invitation for Bid AEPA #019.5-B Playground & Recreational Equipment

Part C – Member Agency (State) Terms and Conditions

Table of Contents

1. Member Agency (State) Terms and Conditions.....	1
2. Common Terms and Conditions	1
3. Member Agency General Overview Summary	2
4. State Specific Terms and Conditions.....	3

1. Member Agency (State) Terms and Conditions

A single IFB is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State Specific Terms and Conditions differ from the General Terms and Conditions, the Member Agency/State Specific Terms and Conditions will prevail.*

2. Common Terms and Conditions

Active Promotion of Contract: Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

Sales to Participating Entities: AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners shall comply with all applicable Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency on a quarterly basis. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements is listed here for the convenience of the Bidders.

3. Member Agency General Overview Summary

AEPA Member Agency State	General			Ordering Process			Construction Products and Services									Potential Customers							
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties	
CA	2%	N	N	Y	Y	N	-	-	-	-	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
CO	2%	N	N	Y	N	N	N	N	N	N	N	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	Y
CT	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
FL	2%	N	N	Y	Y	N	Y	N	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
IA	2%	N	Y	Y	Y	N		**			Y	Lim	Lim	**		Y	Y	Y	N	Y	Y	Y	Y
IL	2%	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	Y	Y	Y
IN	Var	N	N	N	N	Y	-	-	-	-	-	-	-	-	-	Y	Y	Y	Y	Y	Y	Y	Y
KS	2%	N	n	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
KY	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
MA	2%	N	N	Y	Y	Y	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
MI	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	TBD	Y	Y	Y
MN	2%	N	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y/N*	N	Y	Y	Y	Y	Y	Y	Y	Y
MO	2%	N	Y	Y	Y	N	Y	N	N	Y	N	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
MT	2%	Y	N	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
NE	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	Y	Y	Y
NJ	2%	N	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	N	N	Y	Y	Y	Y	N	N	Y	Y
NM	2%	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
ND	2%	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y/N*	N	Y	Y	Y	Y	Y	Y	Y	Y
OH	2%	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
OR	2%	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
PA	2%	N	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y
TX	2%	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
VA	2%	N	N	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y
WA	2%	N	Y	N	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	N	N	N	Y	Y	Y
WV	2%	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
WI	2%	N	N	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y
WY	2%	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y			Y	Y	Y	Y	Y	Y	Y	Y

4. State Specific Terms and Conditions

1. California, Monterey County Office of Education dba CalSave

1) Governing Law and Venue

The laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2) Authority

For California, this bid is issued under the authority of the elected Monterey County Superintendent of Schools, who administers the Monterey County Office of Education (MCOE), located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3) CalSAVE, Administration, and Agent

Contracts awarded and Awarded Contractors/Vendors will automatically be part of the CalSAVE program, and by bidding a vendor must agree to participate. CalSAVE is the cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation under a contract with MCOE, in cooperation with the California County Superintendents Educational Services Association (CCSESA). MCOE is the lead agency for all Contracts, and the Monterey County Superintendent of Schools is the authority for the solicitation, evaluation and award of all contracts. Epylon serves as MCOE's agent, but only the Monterey County Superintendent of Schools has the authority to award contracts. Correspondence and communication related to the contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the contract. If Agent or Agent's personnel change, Awarded Contractors/Vendors will be notified with new instructions.

4) Transaction Fees

Transaction Fees are the funding source for the operation of the self-supporting CalSAVE cooperative purchasing program. Awarded Contractors/Vendors shall be required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales, which means gross sales less returns and cancelled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the buyers themselves. Neither Awarded Contractor/Vendor nor its designated authorized reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Epylon will collect the Transaction Fee on behalf of the CalSAVE program. The Contractor/Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5) Non-Conforming Jurisdictions

Notwithstanding Section A.4 (immediately above) no Transaction Fee is authorized to be charged to Awarded Contractors/Vendors for sales within any jurisdiction where prohibited by law or local- government policy. Instead, the cost of products, services, licenses and goods sold under this contract in such jurisdictions shall be the same as for all school districts in all other counties of California. However, any LEA using this contract where Section 4 fees are not permitted shall be required to pay a 2 percent fee for use of the contract, imposed by MCOE on the authority of Public Contract Code Section 20118 and 20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under contract.

6) Reports

The Contractor/Vendor will compile a quarterly report listing each purchase made by participating Agencies under this contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the e-mail address of

rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the contractor/vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency (LEA)
- Description of Item Purchased
- Manufacturer's SKU Number
- Quantity
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7) Length of Term

The term of the agreement shall commence on the date of the award and continue as stipulated in General Terms and Conditions, unless terminated, canceled or extended. Contract may be terminated by MCOE if LEAs have not used the contract in any 12-month period, or if orders from participating LEAs do not total \$10,000 in any 12-month period. California statutory term limits and extensions shall apply.

8) Marketing and Advertising under this Agreement

Vendor will actively promote the use of this contract by LEAs in California. Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSAVE administrator, vendor is also required to perform the following:

- a. Vendor will include the approved CalSAVE logo, web address, and toll free number in all print electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- b. The CalSAVE logo and associated CalSAVE information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
- c. Vendor agrees to provide CalSAVE with a copy or proof sheet of the advertisement or promotion material. Vendor will provide CalSAVE with date of release and name of publication, journal, etc.
- d. Vendor shall place a supplied CalSAVE vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at California tradeshows, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit CalSAVE supplied brochures or other promotion materials.
- e. Vendor agrees to insert the approved CalSAVE logo, web address, and toll free number on the vendor's web site promoting or a specific CalSAVE landing page and providing a link to the CalSAVE website.
- f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSAVE for inclusion on the CalSAVE website.
- g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to school districts.
- h. Requested materials will be submitted to CalSAVE within 30 days.

A. Additional Member Agency Terms and Conditions for Non-Construction Products and Services

1) Conformance to Public Contract Code 20111

An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code 20111 and 20650. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

2) Conformance to Public Contract Code 20118 and 20652

All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education hereby declares its intent and authorization to make all contracts awarded under this contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the vendors. Any legislative changes to Public Contract Codes 20118 and 20652 during the term of the contract(s) with Award Vendor(s) shall apply to the contract(s) immediately when such changes become law.

3) Additional Piggyback and Standard School Supply and Equipment Authority

The Monterey County Office of Education declares that items, materials, personal property, equipment and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create both the EdBuy and the CalSAVE programs for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

B. Additional Member Agency Terms and Conditions for Construction Products and Services

1) Intended for Personal Property

An award by the Monterey County Superintendent of Schools under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code 20111 and 20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code 22002, an LEA may use this California contract only up to \$14,999 for labor and services, but for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project.

2) Public Works Limitations

When Public Works services cost \$15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code 22030, Education Code 17406 or Government Code 1466. LEAs should consult with their own legal counsel to see if such statutes apply to their Public Works projects.

C. Procedure for Processing Orders

1) Start date

Once the award is made to the Contractor/Vendor and signatures have been placed on the contract from both parties, the Awarded Contractor/Vendor is authorized to begin selling to eligible Agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

2) Prices and Requests for Quotes

The Awarded Contractor/Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce.

The 2 percent Transaction Fee on all sales is a cost of doing business to the vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.

3) Submission of Orders and Delivery

After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a separate contract with the Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to contractor/vendor.

LEAs will fax or mail purchase orders directly to the CalSAVE office fax at (866) 488-3729), unless other arrangements have been made and agreed to by the CalSAVE Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate vendor on the same day received, unless unusual circumstances occur. It is the responsibility of the awarded/Vendor contractor to track any purchase order received directly from an LEA and to include that order on quarterly reports.

Awarded Contractor/Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

D. Agencies Allowed to Purchase under the Member Agency

1) Other Agencies' Right to Purchase.

CalSAVE is a self-supporting contracting program led by the Monterey County Office of Education. Contracts are made available to all California public school districts, private and non-public schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following terms and conditions, the Monterey County Office of Education (MCOE) consents to LEAs purchasing items at the same unit price(s) or pricing formula under the terms and conditions of this Contract, as may be authorized by Sections 20118 and 20652 of the Public Contract Code or other legal authority:

a) Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the Awarded Contractor/Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph *a* and paragraphs *b* through *i* below.

After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a separate contract or purchase order ("Separate Contract") with the contractor/vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Contractor/Vendor comply with the provisions set forth in the paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epsilon Corporation. MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract.

- a) The Awarded Contractor/Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancellation of the Contract. The Contractor/Vendor also understands and agrees that if the Contract is cancelled for this or any other reason, MCOE may give notice of such cancellation by any other means appropriate to inform LEAs of that cancellation.
- b) The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the contractor/vendor.
- c) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.
- d) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The contractor/vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.
- e) Both the contractor/vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Contractor/Vendor and any LEA considering such use consult with their own legal counsels before doing so.
- f) Both the contractor/vendor and any LEA using this Contract agree to defend, indemnify and hold the MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.
- g) MCOE reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:
 - a. The vendor fails to adequately perform the services set forth in the contract
 - b. The vendor fails to make progress in the performance of the contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the contract
 - c. The contractor fails to observe any of the terms and conditions of the contract

d. The contract fails to pay Transaction Fees

e. The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the contract is to be terminated:

- Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel the contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue letter to cancel the contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE.

Failure on the part of the contractor to address adequately all issues of concern may result in contract cancellation.

2) Other Agencies, Constitutionally Independent Agencies, and Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the contract as allowed by California Government Code Section 6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

Advertising: CBA will require a marketing flier, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flier and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flier will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

A. **Procedure for Processing Orders:** Once the award is made to the vendor.

- CBA will inform its members of the contract by:
 - i. Including the contract in the agency database that is available on the CBA website
 - ii. Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
 - iii. Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provides services.

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

Applicability of Contract Provisions to Connecticut Participants - The Capitol Region Education Council (CREC) is the AEPA Member Agency. Any entity that uses the contract awarded by CREC under this document is referred to as a "Participant." The bidder that is awarded the contract by CREC is referred to as the "Contractor."

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

Modifications and Additions to Contract Language in the AEPA Invitation for Bid

A. Event of default and termination of Contract:

CREC shall have the right to cancel the contract based upon a default by Contractor. A Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, CREC and each Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. CREC and each Participant shall follow the following procedure if the contract or purchase order is to be terminated:

Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by CREC or the Participant, as applicable, in its sole discretion, based on the problem.

Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.

Step 3 - Issue the letter to cancel contract or purchase order.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to CREC and the Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation. The remedy to terminate and withhold payments is in addition to any other remedies CREC and the Participants may have. In the event of Contract termination by a Participant, such Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

B. Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of CREC and any Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify CREC and any Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

C. Indemnification:

Contractor shall indemnify, defend, keep and save harmless CREC, each Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly

understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

D. Participant Policies:

The Contractor must be familiar with a Participant's policies or regulations which affect the services provided under this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include but are not limited to school district or organization policies, town policies, charters, and ordinances.

As each municipality, board of education, governmental agency, educational institution, and non-profit organization in the State of Connecticut may have or may be required to have, individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the Participant that impact the purchase. In limited situations, there may be State statutes which govern the allow ability of purchases to be reimbursed by State funding. The Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

E. Performance Bonds:

Each Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Participant, and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the Participant. The Contractor must send such Performance Bond to the Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the Participant and licensed or authorized to do business in Connecticut and New England. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the Participant.

F. Governing law:

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

Conflict of Interest

The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant. Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

Financing Arrangements - Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Incorporation of Bid Documents - The bid documents, including all appendices executed by Contractor that have been accepted by CREC (the "Bid") are specifically incorporated into this Contract.

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Marketing and Advertising - Contractor agrees to provide CREC with a copy or proof sheet of all advertisements, customer communications or promotional material for prior approval.

C. Additional Member Agency Terms And Conditions For Construction Products And Services

CT Commission on Human Rights and Opportunities:

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a- 60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

D. Procedures For Processing Orders

Purchase orders will not be accepted or processed by CREC. All business will be contracted directly with the Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor. To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to CREC only.

E. Agencies Allowed To Purchase Under The Member Agency

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has been unable to sign with.

Sales made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium/Florida Buy Purchasing Program

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium (PAEC), one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.floridabuy.org
2. Announcing the award in its PAEC Horizon and FEC newsletters
3. Announcing the award via electronic mail to all members
4. Advertising promotional information over the Florida Education Channel

Any members, contact names, addresses and phone numbers will be available at the PAEC Florida Buy Web site www.floridabuy.org. At this point, the Vendor may contact the members and the members may contact the Vendor. The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. The member then issues to the Vendor a purchase order for that item or service. The purchase order must include an additional (2%) administrative fee built into the total invoiced cost, based on the total costs of good, services and installation. A final copy of the customer purchase order or sales summary must be sent to PAEC by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC does not warehouse items. All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendors price will include a (2%) administrative fee that the Vendor shall collect from the member and remit to PAEC on a quarterly basis. The Vendor will produce and provide to PAEC quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below:

1. Date of Order
2. School district
3. List or academic price sales totals
4. PAEC price sales totals
5. Member savings total

Quarterly reports and administrative fee payments to PAEC are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Finance Department. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen member consortium that includes a voluntary purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

Vendor will also submit an annual sales report identifying all member purchases.

D. Additional Terms and Conditions.

1. All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.
2. PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.
3. Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.
4. No right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/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. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.
5. The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

5. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions

Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

B. Procedure for Processing Orders

Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa.

The Wilson Education Service Center utilizes an e-procurement facilitation system as the only mechanism for ordering and the primary method of marketing. Vendors are required to use the IAESC Procurement System and GovPro systems upon award. A 2.2% administrative fee will be assessed on gross monthly sales for IAESC Procurement (used by schools) and a 3.2% administrative fee will be assessed on gross monthly sales on GovPro (all other entities) after a 1% price increase. Acceptance of a purchase order not transmitted electronically will constitute grounds for termination of bid award. Vendors shall not include Shipping and Handling Charges, Federal Excise Tax, or State Sales Tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

C. Members Purchasing Under the Agency

All public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities are eligible buyers. The Wilson Education Center as established by Indiana Code 20-1-11.3- 1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

Public works projects have specific limitations using cooperative purchasing in Indiana as referenced in Indiana IC 36-1-12-4.9. For the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property the cost of the public work must be less than one hundred fifty thousand dollars (\$150,000).

6. Iowa, AEA Purchasing

A. Additional Member Agency General Terms and Conditions that apply for all categories

Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services None.

C. Additional Member Agency Terms and Conditions for Construction Products and Services

AEA Purchasing may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

D. Procedure for Processing Orders

AEA Purchasing's eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to AEA Purchasing's eligible clients. All invoices for payment shall be sent directly to the AEA Purchasing eligible client ordering under the terms and conditions of this agreement. The AEA Purchasing eligible client will make payment directly to the awarded Contractor(s). AEA Purchasing does not process any orders.

E. Agencies Allowed to Purchase under the Member Agency

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

7. Kansas, Greenbush-Southeast Kansas Education Service Center (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for all categories

Kansas Mandatory Contract Provisions

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Assignment - SEKESC Right to Assign

In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

Purchase Orders

Any purchase order issued by SEKESC, or one of its eligible entities, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating eligible entities desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

Marketing

- Awarded Vendor will proactively market the awarded contract to all eligible entities. The SEKESC will enhance the Awarded Vendor's marketing efforts through communication and meetings with eligible entities, participation in marketing events and tradeshow, through its website and social media resources and through day-to-day customer support activities.
- Awarded Vendor will train its professional staff and sales force in the provisions and benefits of the awarded contract. The SEKESC will enhance such effort by providing joint trainings and participating in joint sales calls as needed.
- The SEKESC and Awarded Vendor will jointly design presentations, documents, and other promotional material to assist in the promotion of the awarded contract.
- Awarded Vendor will include the SEKESC (Greenbush) logo on all sales materials targeted to eligible entities for the awarded contract. The SEKESC hereby grants to Awarded Vendor a non-exclusive, revocable, non-transferable, permission to use the SEKESC (Greenbush) name and logo during the term of this Agreement. Likewise, during the term of this agreement, the Awarded Vendor grants the SEKESC (Greenbush) permission to reproduce their name and logo in connection with marketing and promotion of the awarded contract.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services
SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services
Kansas Mandatory Contract Provisions

K.S.A. 44-1030. State and local government contracts; mandatory provisions. (a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or

public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or

(2) whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

K.S.A. 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding \$100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.

A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.

(b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.

(c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the

director of purchases under K.S.A. 60-1112, and amendments thereto.

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

- Purchase orders will be issued by the individual eligible entity.
- Vendors must issue invoices directly to the ordering eligible entity as specified on each purchase order.
- Delivery of all items included in this solicitation will be made to the locations within each eligible entity as will be specified on the purchase order.
- Each order shall contain a packing slip of its contents to assist in prompt processing of payments to Vendor.

Additionally

- Awarded Vendor agrees to demonstrate the benefit of the pricing agreement with the SEKESC over alternative options, including competitive solicitation pricing.
- Awarded Vendor agrees to proactively offer terms and pricing under this agreement to eligible entities and a more effective alternative to the cost and time associated with alternate bids and solicitation.
- When responding to third party procurement solicitations, Awarded Vendor may:
 - Choose not to respond and make this agreement available as an alternative and comparison to the agency's solicitation responses.
 - Respond with pricing, terms, and conditions of this agreement. If awarded the contract, sales will be reported as defined in the solicitation.
 - Provide lower prices when the competitive process requires without being required to extend the lower pricing to all eligible entities. In such case, if Awarded Vendor is awarded the contract, the sales will be reported as defined in the solicitation.
 - Respond to the solicitation with higher pricing than is available through this agreement and if an alternative response is permitted, may offer the pricing under this agreement as an alternative for consideration. If Awarded Vendor is awarded the contract with alternative SEKESC pricing, the resulting sales will be reported as defined in the solicitation.
- Provide notification to the SEKESC of the response to a solicitation, including but not limited to the name of the soliciting agency, general description of scope, timeline, and resulting award or non-award. Such notification shall be submitted to Tina Smith at tina.smith@greenbush.org within 5 business days of the proposal submission and resulting award information within 5 business days of agency's notification to Awarded Vendor.

E. Agencies Allowed to Purchase under the Member Agency

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries

Non-profit organizations holding form #501C3

8. Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories

The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records.

Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid.

The following Federal Clauses are required as a part of KY bid documents:

1. CLEAN AIR/CLEAN WATER
 - A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.
 - B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.
2. SUSPENSION AND DEBARMENT
Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above-referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions.
3. LOBBYING
Vendor Partner will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC.
4. PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322
Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
5. BUY AMERICAN
"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs.

Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or

Manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic.

Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected.

Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENT CONTRACTS

Solicitation Requirements for cost reimbursable contracts:

- A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- C. Contractor's determination of its allowable costs will be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
- E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Construction Products and Services

The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS 337.550.

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.

1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projects of \$250,000.00 or more, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed \$25,000. (Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:

- a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
 - b. A 201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
 - c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
 - d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
 - e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect
7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

C. Procedure for Processing Orders

Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasi-governmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.

D. Members Purchasing under the Agency

Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi-governmental, or non-profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, GA, LA, MS, NC, SC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period.

E. The successful bidder agrees to have each employee who will work on school premises in the District submit to a national and state criminal history background check and have each employee obtain a letter from the Cabinet for Health and Family Services stating the employee has no findings of substantiated child abuse or neglect pursuant to the requirements of KRS 160.380(7). The successful bidder agrees to obtain this information at no additional cost to the District and shall supply this information to the District prior to each employee working on school premises in the District.

9. Massachusetts, The Education Cooperative

A. Additional Member Agency General Terms and Conditions that apply for all categories:

All Contractors and Vendors shall comply with MGL Chapter 30B including: Signing a non-collusion statement as required by MGL 30B s. 10; Signing a tax compliance certificate as provided in MGL Ch. 62C s 49A.

All Contractors and Vendors will produce and provide to TEC at 141 Mansion Drive, Suite 200 East Walpole, MA quarterly reports of all sales to Massachusetts Participants. The quarterly reports together with the administrative fee shall be sent to TEC within 15 days after the close of each quarter.

B. Procedure for Processing Orders:

1. Once an award is made to a Contractor/Vendor, TEC will inform the Participants of the contract. At this point, the Contractor/Vendor may directly contact any Participant and any Participant may directly contact the Vendor.
2. Purchase orders will not be accepted or processed by TEC. All businesses will be contracted directly by Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor/Vendor.

C. Agencies Allowed to Purchase under the Member Agency:

Any school district, municipality or nonprofit tax exempt entity with a principal place of business in Massachusetts shall be entitled to participate.

D. Procedure for Processing Orders

1. Once an award is made to a Contractor/Vendor, TEC will inform the Participants of the contract. At this point, the Contractor/Vendor may directly contact any Participant and any Participant may directly contact the Vendor.
2. Purchase orders will not be accepted or processed by TEC. All business will be contracted directly by Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor/Vendor.
3. To the extent not otherwise described in this document, once a purchase order is issued by a Participant to a Vendor, all of the provisions of the contract shall benefit and be enforceable by such Participant, unless specifically identified as applying to TEC only.
4. The total cost of TEC's program is funded through the administrative fee paid to TEC quarterly by the participating Contractors/Vendors. The administrative fee is based upon the total sale or lease of goods and services, including installation, if included, this fee shall be included in all price quotations to Participants and shall not be printed as a line item on the quotation.

E. Agencies Allowed to Purchase under the Member Agency

Any school district, municipality or non-profit tax exempt entity with a principal place of business in Massachusetts which sign the Participation Agreement attached hereto shall be entitled to participate.

10. Michigan, Oakland Schools, (OS)

4. Additional Member Agency General Terms and Conditions that apply for all categories:

1. Advertising

OS will require a marketing flier, brochure, or other similar marketing vehicle, in electronic format, from each Contractor promoting the available contract with the Contractor, and/or a web page or link. OS may assist in the development of the marketing flier and material (if requested by Contractor), but in all cases shall have authority to review and approve any marketing materials. If a web site is used, the link will be made available from the OS web page. Any web page or link, or other marketing tool shall be dedicated to AEPA information only.

2. Pricing

OS requires that Contractors must offer prices lower than what they would offer on any single school district contract in Michigan; on other cooperative purchasing contracts available to Michigan public educational institutions, colleges and/or universities, County Government offices, cities, townships, and villages; or State of Michigan purchasing contracts.

3. Conflict of Interest

Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and/or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

4. Termination of Buyer's Purchase Order

Default is defined as the failure of a Contractor to fulfill the contract, including but not limited to, not honoring bid prices, failure to deliver on time, or the unauthorized substitution of items or failure to comply with any or all of the specifications and/or terms and conditions contained in this solicitation or the contract/purchase order of a Participating Entity. Should the Contractor fail to satisfactorily resolve the default, the contract/purchase order may be terminated with thirty (30) days written notice. In that event, the Contractor shall be held liable to the Participating Entity for all costs and expenses incurred by the Participating Entity arising out of said default. Notwithstanding the foregoing, each Participating Entity may terminate their contract/purchase order, with or without cause, or discontinue purchasing from the Contractor at any time.

5. IRAN ECONOMIC SANCTIONS ACT

Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (Oakland Schools). The Act also requires that a person that submits a proposal in response to an Oakland Schools request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by Oakland Schools, and not just to construction projects.

The Act defines an Iran Linked Business as:

- i A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
- ii A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the Oakland Schools determines, using credible information available to the public, that a person or entity has submitted a false certification, Oakland Schools must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

6. Quality of Goods

Bidder shall only bid new (not used or refurbished) items only. Seller warrants that all supplies, materials and equipment and services covered by a contract/purchase order with a Participating Entity will: (a) conform to the specifications, drawings, written instructions, samples, or descriptions;

(b) Be of good quality and workmanship; (c) be free of defects in design, materials and workmanship;

(d) Be merchantable; (e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

7. Taxes

The Participating Entities are exempt from State Sales Taxes and such taxes shall not be included in any solicitation prices. Exemption certificates will be provided upon request.

8. Shipping Costs

Prices for all supplies, materials and equipment **MUST include total freight, insurance and delivery** charges to the ordering destination ("FOB Destination").

9. Delivery

Delivery must be made as instructed on the contract/purchase order with the Participating Entity. All services must be delivered as specified by the Participating Entity.

10. Hazardous Materials

If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

11. Acceptance

Inspection and acceptance of supplies, materials and/or equipment will be made after delivery at destinations specified on the contract/purchase order with the Participating Entity, unless otherwise stated. Final inspection shall be acceptance except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the supplies, materials and/or equipment will be made as promptly as practicable, but failure to inspect and accept or reject supplies, materials and/or equipment shall not impose liability on the Participating Entity for such supplies, materials and/or equipment that are not in accordance with the specifications of this solicitation or the contract/purchase order of the Participating Entity.

12. Modifications to Contracts

No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

13. Indemnification

Contractor agrees to indemnify, defend and hold harmless OS, each Participating Entity and each Other Agency, including their Board of Educations or governing body, in their official and individual capacities, employees, agents, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or omission or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, Contractors and agents; (ii) any breach of the terms of the contract between the Participating Entity and the Contractor; or (iii) any breach of any representation or warranty by Contractor under the contract with a Participating Entity or this solicitation.

14. Anti-discrimination

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and antidiscrimination guidelines and regulations, and covenants that the Contractor will not discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, marital status or disability. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for a Participating Entity to revoke and otherwise terminate the contract and all obligations of the Participating Entity hereunder.

15. Local Contract Terms and Conditions

For procurements of supplies, materials, equipment and/or services resulting from this solicitation, it is clearly understood and agreed to by the Contractor that any clause, term, or condition not addressed in this solicitation, but required by a Participating Entity, shall be adhered to by said Contractor.

16. Governing Law

Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of this solicitation, the sole and exclusive venue shall be the state or federal court of the local jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services; Special Bid Requirements for Supplies, Materials and Equipment: All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the

district's Board of Education. Participating Entities, other than from K-12, choosing to purchase from awarded AEPA contracts are subject to their own respective laws, and/or local policy, procedures, and/or Charters.

C. Additional Member Agency Terms and Conditions for Construction Products and Services:

Special Bid Requirements for Construction, Renovation and Remodeling: All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to comply with all applicable standards and statutes for said construction projects. Participating Entities, other than from K-12, choosing to purchase from awarded AEPA contracts are subject to their own respective laws, and/or local policy, procedures, and/or Charters.

D. Procedure for Processing Orders

1. Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.
2. OS requires the awarded Contractor to take ownership and actively promote the contract in cooperation with OS to all qualified Participating Entities and Other Agencies.
3. Oakland Schools follows the AEPA Standard Ordering Process (see Part A, III. General Terms and Conditions for All Agencies, "Ordering Procedures").
4. Administrative Fee:
 - a. Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices. **Administrative fee payments and sales reports are to be submitted to Oakland Schools on a quarterly basis.**

E. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies and intermediate school districts** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS. In accordance with the terms and conditions set forth in this solicitation, **colleges, universities, counties, cities, townships, villages, and non-profit organizations** may also use select AEPA solicitations. It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

11. Minnesota, Cooperative Purchasing Connection (CPC)

A. General Terms and Conditions that apply for all categories

1. Hazardous Substances: All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
2. Lease and Rental Agreements: Vendor may allow CPC participating agencies to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Minnesota Statutes and guidelines. CPC must receive a report annually summarizing the executed lease purchases along with a summary of the agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the vendor and the CPC participating agency. Vendor agrees that leases will be in compliance with the Uniform Commercial Code. A two percent (2.0%) administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under ordering process.
3. CPC Training Seminar: Contracted vendors and their participating sub-contractors are required to participate in an online CPC training session (CPC 101) that is designed to educate the vendor (and sub-contractors) on the purpose and nature of CPC. A contracted vendor will not be marketed to CPC participating agencies until they have completed the CPC 101 training.

B. ***Additional Participating Agency Terms and Conditions for Non-Construction Products and Services***

If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most commonly purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

C. ***Additional Participating Agency Terms and Conditions for Construction Related Products and Services***

Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary requirements for construction related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by Minnesota Statute §326.12 subd. 3. With certain exceptions, Minnesota Rules part 1800.5200, subpart 1, requires a licensed architect or engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor are able to confirm that business is able to be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

D. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. Participating agency is defined as any city, county, public or private educational agency, nonprofit or governmental agency that is a participant of CPC as described in Section E. In the event of an award by the Board of Directors, CPC will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

1. The contract opportunity is listed and promoted on the CPC website (www.purchasingconnection.org).
2. Announcing the award in CPC newsletters.
3. CPC will publish the contract and marketing information through a hard copy marketing flier and electronic email. Contracts are promoted through PDF and a hard copy product catalog distributed at statewide trade shows and agency meetings on a regular basis. CPC will require a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by vendor), but in all cases shall have authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tool shall be dedicated to AEPA information only.
4. When the member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the CPC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on

The total cost of goods, service, and installation, including the 2% administrative fee.

5. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. NDESC and the vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by NDESC otherwise. All sales and transactions may continue without delay or in anticipation of the NDESC purchase order verification.
6. Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then files a copy of the final invoice, which is available to NDESC by request in support of the quarterly sales summary. The invoice is to be marked "Copy".
7. Vendor makes all deliveries and installations of products and services. CPC does not warehouse items or provide installation services.
8. CPC's participating agencies purchasing construction related products and/or services may, as required by statute, or at their discretion, require the vendor to post a performance bond.
9. This administrative fee is to be paid by the vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information:
 - Name of service cooperative region
 - Name of purchasing agency
 - Address of purchasing agency
 - Date of sale
 - Standard sale price
 - Sale price with AEPA discount
 - Administrative fee generated by sale
 - Savings generated by sale

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lsc.org and copied to Lori Mittelstadt at lmittelstadt@lsc.org. The administrative fee payment shall be delivered to Melissa Mattson, CPC, 1001 E. Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

10. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to insure contract compliance.
11. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies. Participating agencies is defined under Section E (below).

E. Agencies Allowed to Purchase under the Member Agency

In Minnesota, the Service Cooperatives, organized pursuant to Minnesota Statute 123A.21, are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies, including, but not limited to, cooperative purchasing services. The service cooperatives currently provide purchasing contracts to over 3,000 participating agencies (schools, cities, counties, other governmental organization and nonprofit agencies) in Minnesota and South Dakota through the Cooperative Purchasing Connection. Participation with CPC is required for contract participation.

F. Governing Law

The laws of the State of Minnesota govern all contracts resulting from this IFB. Each and every provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

12. Missouri, Cooperating School Districts of the Greater St. Louis Area, (CSD)

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow CSD members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and State Department of Education policies, rules and regulations. CSD must receive a copy of the executed leasing documents prior to processing a purchase order. CSD will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the CSD member, and what that cost will be. No sale of a contract to a third party will be made without first informing CSD and the CSD member of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, CSD will inform its members of the contract by announcing the award in its periodic newsletter and other CSD member presentations as well as regular electronic and direct mail communications to members.

(2.) CSD may require a marketing flier from each vendor promoting the contract and AEPA relationship. CSD will assist in the development of the marketing flier and material. This flier will be for distribution as well as posted on the CSD online catalog and disseminated to all members. At this point the vendor must contact the members and members may contact the vendor. Note: CSD requires the awarded vendor to take ownership and actively promote the contract in cooperation with CSD to all qualified customers.

(3.) When the member identifies a desired product or service as available through the AEPA contract and agrees on price as presented to the member by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation and freight if applicable. This fee is to be forwarded by the vendor to CSD after the sale and payment is made to vendor. Payment shall be made to CSD on a quarterly basis along with complete sales history during that period.

(5.) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then forwards a copy of the invoice to CSD. The invoice is to be marked "Copy". The invoice shall include the additional 2% administrative fee to the total amount invoiced based on the goods and services as defined and provided by the vendor. The administrative fee percentage is based on the total sale of goods and services including installation and freight if applicable. In the event of a lease, the total administrative fee for the value of goods shall be paid to CSD by the vendor at the front end of the lease.

(6.) Vendor makes all deliveries and installations of products and services. CSD does not warehouse items nor provide services.

(7.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

C. Members Purchasing Under the Agency

We take great pride in the fact that the Business Services Division of CSD is providing a complete line of purchasing services to our 56 member school districts and over 265 additional school districts and educational institutions throughout Missouri and Illinois. For those of you who have not participated in the past with the Business Services Division, it is important to note that we serve students in 321 public, private and parochial schools within our service area. CSD was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with CSD. The Cooperating School Districts of Greater St Louis serves schools and political subdivisions in the following states: Illinois, Wisconsin, Oklahoma, Arkansas, North and South Carolina, South Dakota.

D. Governing Law

Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common services; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision. If such contract or cooperative action shall be entered into between a municipality or political subdivision and an elective or appointive official of another municipality or political subdivision, said contract or cooperative action must be approved by the governing body of the unit of government in which such elective or appointive official resides.

13. Montana, Montana Cooperative Services (MCS)

A. Additional Agency Terms and Conditions

Advertising: MCS will require a marketing flier in electronic form from each vendor promoting the contract or a web page of contact. MCS will assist in the development of the marketing flier and material. This flier will be for distribution and used as a page on the MCS web site. If a web site is used, a link will be established on the MCS web page.

Price and Packaging Information: It is mandatory that all bidders include both the LIST PRICE and BID PRICE on each item for consideration. Failure to include both prices could disqualify the bid. Complete Product Specification Sheets or brochures must be submitted when requested. Failure to provide said specification sheets could disqualify the bid.

B. Procedure for Processing Orders

- (1) Once the award is made to the vendor, MCS will inform its members of the contract by:
 - (a) Including the contract in the agency database that is available on the MCS website.
 - (b) Announcing the award in its periodic newsletter and other MCS member presentations as well as regular electronic and direct mail communications to members.
- (2) When the member identifies a desired product or service as available through the Agency contract and agrees on price as presented to the member by the awarded Agency vendor, the member then issues to the vendor a purchase order for that item or service.
- (3) An additional two percent (2%) administrative fee is to be included in the cost, based on the total cost of goods and services, including installation. This fee is to be forwarded by the vendor to MCS after the sale and payment is made to the vendor.
- (4) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the vendor then forwards a copy of all sales to MCS. These sales are to be reported on a quarterly basis and include purchaser and sales.
- (5) Vendor makes all deliveries and installation of products and services. MCS does not warehouse items nor provide services.
- (6) MCS requires that all participating vendors offer the contract opportunity to all qualified membership. Qualified membership is defined under E.

C. Agencies allowed to Purchase under the Member Agency

MCS is a Montana based, legislatively created, cooperative organization formed under Montana state statute section 20-9-204 Senate Bill # 329 allowing services to all qualified agencies in a cooperative manner. No agency is obligated to use these services and contracts, but they will find the benefits of low price advantageous.

Qualified agencies include all public educational institutions to include universities, community colleges, technical colleges, state and private schools, charter schools, as well as all cities, counties, governmental agencies and all nonprofit organizations.

14. Nebraska, Educational Service Unit Coordinating Council (ESUCC)

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance Bonds: Upon execution of a contract between an ESUCC member and the prime contractor for construction or public improvement, performance and payment bonds shall be provided the member. Such bonds may be required for non-construction contracts. If so required, a performance bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska shall be executed by the prime contractor. Performance bonds between the member and the prime contractor shall be on standard forms. If so required, a payment bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska, shall be executed by the prime contractor. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Payment bonds between the member and the prime contractor shall be on the standard form. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law. The prime contractor will be responsible for providing ESUCC with copies of all contracts and bonds in accordance with ESUCC procedures.

4) Insurance: Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska:

- Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- Workers compensation coverage meeting all statutory requirements.

5) Special Bid Security: ESUCC reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of ESUCC. Nothing in the solicitation for bids or acceptance of bids is to be construed as an assertion that zoning or other land use authority is appropriate to the placement of any portable classrooms, the subject of any bids hereto. As to whose duty it is to ascertain whether zoning and land use is appropriate as to any portable classrooms upon which any vendor is the successful bidder, shall be set forth in the bid specifications by the vendor. Any deviation from housing and urban development standards or uniform building code standards that may be a term of the bid by any vendor shall be clearly set forth in the bid. Whether or not any portable or other building as bid includes architectural or engineering services as required by NEB. REV. STAT. § 81-3445 or if the building is exempt under NEB. REV. STAT. § 81-3449 because it is a public work not to exceed \$100,000.00 or whether the building is not exempt, the bid shall include specific statements as to how the aforementioned statutes will be complied with. NEB. REV. STAT. § 73-101 provides for the manner and methods which public letting will occur. Section 73-106 exempts the expenditure of funds for construction, remodeling, or repair of any school owned building or for site improvement, if the contemplated expenditure for the complete project does not exceed \$100,000.00. The granting of a bid to a vendor does not absolve the bidder from also complying with NEB. REV. STAT. § 73-101 and NEB. REV. STAT. § 73-106 of the Nebraska statutes. Any bid accepted by ESUCC shall also be subject to NEB. REV. STAT. § 73-102 which requires a contractor to file a statement that the vendor or bidder is complying with and will continue to comply with fair labor standards in the pursuit of his business and in the execution of the contract on which he is bidding. A form statement to that effect is available from Mr. Craig Peterson at Nebraska ESUCC Cooperative Purchasing.

6) Debarment and Suspension: Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or

Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

7) Statement Filed: A bidder who is awarded a contract for any goods or services pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

8) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

9) Employment Eligibility Verification: The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

10) Federal Funding. It is understood that purchases may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- **Equal Employment Opportunity:** The Bidder shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- **Copeland "Anti-Kickback" Act:** The Bidder shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- **Lobbying:** The Bidder agrees and understands that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that Bidders that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- **Contract Work Hours and Safety Standards Act:** The Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- **Access to Documents:** The Parties and their grantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Clean Air and Federal Water Pollution Control Acts:** The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **Buy American:** To the maximum extent practicable, the Bidder will purchase domestic commodities or products produced in the United States or processed substantially using commodities produced in the United States
- **Minority Business Owners:** The ESUCC will contract with minority-owned businesses, women's business enterprises, and labor surplus firms when possible. Steps to ensure compliance with this provision will include:
 - .1 Qualified small, minority, and women's businesses on solicitation lists so that when such businesses are potential vendors, they are included in ESUCC solicitations.
 - .2 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation for such businesses.
 - .3 Establishing delivery schedules, where requirement permits, which encourage such enterprises
 - .4 Use services of Small Business Administration, Minority Development Agency, or similar state agency to maximize participation.

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal court of Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them.

13) Conflict of Interest: By submitting a proposal, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

The Contractor shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation. The Contractor, by submitting a bid, certifies that it has not had a contract with education organizations in State of Nebraska terminated early. If Contractor has had a contract terminated early within the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Contractor 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 offer. Contractor certifies that Contractor and Contractor's employees, officers, and associates directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state have not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985 ESUCC may cancel any contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of ESUCC with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to ESUCC for demonstration or evaluation are not considered gratuities.

14) Indemnification: Contractor agrees to indemnify, defend, and hold harmless the ESUCC and/or its member agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any term or condition. Contractor represents and warrants that the contents of any bids or contracts and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party.

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders directly to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

15. New Jersey, The Educational Services Commission of New Jersey (ESCNJ)

A. Additional Agency Terms and Conditions

Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPA Member Agency. Any entity that uses the contract awarded by ESCNJ under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the ESCNJ Cooperative Pricing System. The bidder that is awarded the contract by ESCNJ is referred to as the "Contractor."

Once a contract is awarded by ESCNJ, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to ESCNJ only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.

2. **Event of default and termination of Contract:**

ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:

Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.

Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.

Step 3 - Issue the letter to cancel contract or purchase order.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

3. **Assignment:**

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.

4. Indemnification:

Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.

5. New Jersey Participant Policies:

The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate - Before award in NJ, not at time of bid
2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
4. Statement of Ownership (Ownership Declaration Certification)
5. New Jersey Affirmative Language (Exhibit A) and (Exhibit B) for construction repair and maintenance contracts
6. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage. http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html (Time and material bids.)
7. New Jersey Affirmative Action Questionnaire/Documentation
8. Disclosure of Investment Activities in Iran
9. Years of experience is not a criteria for the evaluation of bids to be awarded for the State of New Jersey. For additional information visit www.nj.gov/dca/divisions/dlgs
10. W9
11. Certificate of Insurance with the ESCNJ named as insured and the bid title/# listed - Before award in NJ, not at time of bid
12. DPMC - (All time and material bids.) Before award in NJ, not at time of bid
13. Total Amount of Uncompleted Contracts (All time and material bids.) Before award in NJ, not at time of bid
14. Americans with Disabilities ACT of 1990
15. Attachment B - New Jersey Anti-discrimination Provisions
16. Statement of Suspension or Debarment Form

6. Performance Bonds:

Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant, and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the

New Jersey Participant.

7. Governing Law:

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without regard to its conflicts of laws principles.

8. Financing Arrangements:

Any financing arrangements (including lease purchasing arrangements) may be made directly between the Contractor and a New Jersey Participant or with the free ESCNJ Leasing Program. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. ESCNJ must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. ESCNJ will not collect lease payments or be involved in the terms and conditions of the Contractor lease. All lease arrangements are between the Contractor and the New Jersey Participant only.

9. Affirmative Action:

The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award bid.

10. Independent Contractor:

The Contractor shall not be held or deemed in any way to be the agent or employee of ESCNJ and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

11. Incorporation of Bid Documents:

The bid documents, including all appendices executed by Contractor that have been accepted by ESCNJ (the "Bid") are specifically incorporated into this Contract.

12. New Jersey Public Records Act:

The Contractor acknowledges that ESCNJ and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to ESCNJ and/or such New Jersey Participants may be made available to the public under the provisions of the this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (ESCNJ) contract only:

1. Contractor agrees to provide ESCNJ with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide ESCNJ with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved ESCNJ logo, web address, bid #, bid title, bid term, NJ State Approved Co-op #65MCESCCPS and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The ESCNJ logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available ESCNJ supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshow, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved ESCNJ logo, web address, NJ State Approved Co-op #65MCESCCPS bid #, bid term and contact information on the Contractor's website promoting and providing a link to the ESCNJ website. Contractor will also provide ESCNJ with text, links and logos to be posted on the ESCNJ website.

B. Procedures for Processing Orders

1. Once the award is made to the Contractor, ESCNJ will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the ESCNJ website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by ESCNJ. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.

3. The total cost of ESCNJ's program is funded through a 2.2% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.
4. Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:
 1. Date of order.
 2. The name of the New Jersey Participant.
 3. ESCNJ Bid Number
 4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
 5. List (or academic) price sales totals.
 6. New Jersey Participant price sales totals.
 7. New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant.
5. Quarterly reports and administrative fee payments are to be made payable to ESCNJ and sent to ESCNJ, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Patrick M. Moran, or such other address that ESCNJ will provide from time to time.
6. If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31st and all consecutive annual periods, if the contract is extended.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 678 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional New Jersey Participants may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non-profit organizations. The ESCNJ Cooperative Pricing System currently has 1,200+ New Jersey Participants located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

An ESCNJ employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", an ESCNJ employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an ESCNJ employee made a purchasing decision which appears to be based upon a personal relationship between the ESCNJ employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an ESCNJ employee and a vendor, (2) when there exists the potential for a personal benefit to an ESCNJ employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

The Contractor shall disclose any relationship with an ESCNJ employee that would not be considered an "arms-length" or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an "arms-length" or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit ESCNJ and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

American Goods - American Goods Clause—N.J.S.A. 18A:18A-20 - American goods and products to be used where possible

All contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, to be used in such work.

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Debarment/Suspension - N.J.A.C. 17:19-1.1 et seq. The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award—SA (www.state.nj.us/treasury/debarred) or the Federal System for Award—SA

For Time and Material bids - DPMC - There is a non-refundable fee of \$100.00 which must be submitted to the State with your application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No application will be processed without the fee. If you have any questions, please contact the Contractor Classification unit by accessing the DPMC web site at www.state.nj.us/treasury/dpmc/ NOTE: It is suggested that a photocopy of this completed form be retained for your records. Please submit the completed application and all required documentation to the Treasurer, State of New Jersey. Upon review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm. Please submit your certificate with your bid package.

Any contractor who submits a bid for a public works contract the amount which exceeds **\$20,000**, pursuant to N.J.S.A. 18A:18A-26, 27 et seq., shall be classified by the Department of Treasury, Division of Property Management (DPMC) as to the type of work and trades (character) and the aggregate rating (amount) of public work they are qualified to submit bids.

The ESCNJ may only accept bids from contractors that are qualified.

Notice of Classification—DPMC-27

The Notice of Classification is a document issued by the DPMC that provides the following information about the qualified contractor:

- Trade(s) classification held by the contractor

The contractor is classified by the trade and trade number as found in Form DPMC-27. For example

Trade Number	Trade
C030	Plumbing
C032	HVACR

The contractor is therefore qualified to submit bids (exceeding \$20,000) to the board of education that pertain to plumbing and heating, ventilation, air conditioning and refrigeration.

For Time and Material bids Equipment Certification 18A:18A-23. A certificate showing that the bidder owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

For Time and Material bids - Total Amount of Uncompleted Contracts - DPMC 701

This document is completed by the contractor submitting a bid, on the form provided by the DPMC. The document lists the amount of uncompleted contracts held by the contractor and a certification that the amount of uncompleted contracts, added to the bid amount for the ESCNJ Participant project, does not exceed the Aggregate Amount rating as assigned by the DPMC.

For Time and Material bids - Pre-qualification Affidavit/No Material Adverse Change

Pursuant to N.J.S.A. 18A:18A-32, no bidder is qualified to bid on any public work contract unless they provide an affidavit that there has been no material adverse change in his qualification information pursuant to N.J.S.A. 18A:18A-28.

For Time and Material bids - Prevailing wages; Alterations and repairs - The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the New Jersey Participant, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56-25 et seq. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at <http://lwd.dol.state.nj.us/> the Prevailing Wages Determination Section.

For Time and Material bids - Compliance with New Jersey Prevailing Wage Act

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

For Time and Material bids - Certified Payrolls

Every contractor agrees to submit to the New Jersey Participant a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the New Jersey Participant, if certified payrolls are not received by the New Jersey Participant. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

For Time and Material bids - Submission of Affidavit

Before final payment, the contractor shall furnish the New Jersey Participant with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

16. New Mexico, Cooperative Educational Services (CES)

A. Additional Member Agency's Terms and Conditions - That apply to all categories.

New Mexico, Cooperative Educational Services (CES) Terms and Conditions

Cooperative Educational Services (CES) is the administering agency of a Joint Powers Agreement as authorized by Section 11-1-1, et. seq. NMSA 1978, which is based in Albuquerque, New Mexico, and is composed of 180 New Mexico public educational institutions (Members) such as K-12 public school districts; charter schools; colleges and universities and their branch campuses; community colleges and vocational schools; Bureau of Indian Education (BIE) schools; that are parties to the Revised and Amended Joint Powers Agreement (JPA) to establish an educational cooperative. CES was organized in 1979 as a direct response to the needs of small and rural Local Education Agencies (LEA's). CES offers numerous programs and services in the following areas: administrative support, special education services, and cooperative purchasing.

B. CES General Terms and Conditions

Arbitration: This contract is subject to arbitration to the extent required by the New Mexico Procurement Code, 13-1-21 to 13-1-199. NMSA 1978

Assignment of CES Payments: If the offeror requests that its payment from CES/CES Members be issued to a third party or that a joint check be issued to the offeror and a third party, this request must be submitted and approved by the agency prior to the Contractor accepting a purchase order. The agency reserves the right to assess a special handling charge of thirty-five dollars (\$35) per check. The special handling charge will be deducted from the amount of the invoice being paid. If the offeror wishes to have all payments under this contract made to a third party, offeror must state this in his response.

Bonds: All performance bonds and payment bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

CES Members: Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978 § 22-1-2, State Institutions as defined in NMSA 1978 § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978 § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978 § 21-14-1 et seq., technical and vocational institutes defined in NMSA 1978 § 21-16-1, area vocational schools defined in NMSA 1978 § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978 § 21-14A-1, charter schools as defined in NMSA 1978 § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code 13-1-135 NMSA 1978 to enter into cooperative purchasing agreements, pursuant to Sec. 11-1-1 et seq. 1978 Comp. and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

CES Participating Entities: Is defined as non-public educational agencies and/or organizations classified as follows, that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

1. Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
2. State Agency [13-1-90 NMSA 1978] is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or office of the executive, legislative or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent, but does not include local public bodies.
3. Local Public Body [13-1-67 NMSA 1978] is defined as a political subdivision of the State and the agencies, instruments and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [13-1-28 NMSA 1978].
4. Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

CES Supplemental Packet: Upon acceptance and approval of the Vendor's offer by AEPA, CES will independently consider the offer and issue a Vendor's supplemental packet requesting specific information necessary to enter and execute a contract in the state of New Mexico including information relating to: the Vendor's qualifications; ability to conduct business in the

state of New Mexico; and who will be coordinating, promoting, receiving, and processing orders; and providing the prime Contractor's goods and services in New Mexico. Once the prime Contractor provides this information, CES will review, seek clarification (if needed), and conduct a Vendor conference to complete the contract execution process.

CFR - Code of Federal Regulations www.gpoaccess.gov/cfr/index.html

Civil and Criminal Penalties: The New Mexico Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act" (NMSA 1978, Chapter 14, Article 2) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall provide a sheet with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, CES and its Members and Participating Entities shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit CES and its Members and Participating Entities the right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Within the required electronic submission, any item marked as confidential will need to be submitted in a separate folder marked "Confidential information".

The CES Executive Director will review the statement and will determine in writing whether the information will be withheld. If the Executive Director determines that the information should be disclosed, the Offeror will be informed in writing of such determination. Offeror may object in writing within five (5) days after notification of determination, no disclosure will be made and the bid response may be rejected.

Contractor Invoice: The Contractor will send an invoice to CES or a CES Member after the delivery of goods and/or services. Goods and services will be invoiced at applicable contract prices, depending on the purchasing process utilized for the procurement, and must not exceed the amount of the agency's purchase order. If it is a CES purchase, the invoice will be less the CES' two percent (2%) administration fee. If it is a CES Member's purchase, the invoice will be for the full amount.

Disclosure of Confidential Information: Any confidential information provided to the Contractor by CES, its Members or Participating Entities or developed by the Contractor based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to CES, its Members or Participating Entities within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to CES, its Members or Participating Entities will result in direct, special and incidental damages.

Eligible Agencies: consist of any CES Member, Participating Entity or External Procurement Unit. CES reserves the right to reject any purchase authorizations it receives under its cooperative purchasing program from New Mexico eligible agencies without cause.

Execution of Contract and Compliance with Bid Instructions: By submitting a bid, the Offeror acknowledges its understanding of the instructions to bidders, the New Mexico additional Terms and Conditions, and its willingness to comply with the requirements of the bid documents as it relates to offering and providing their products and services within the state of New Mexico.

Indemnification: The Contractor shall indemnify and hold harmless CES, its CES Member and Participating Entities (its officers and employees) against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees own negligent act(s) or omissions(s) while the Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This safe and harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4-1, et seq., N.M.S.A. 1978 comp.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any Member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a lawsuit(s) for wrongful death(s) bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including, but not limited to, workman's compensation.

Indemnification Intellectual Property: The Contractor shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Allow the Contractor to manage the defense and settlement of the claim as permitted by law; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

CES, its Members and Participating Entities Rights: If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim

Insurance: On contract award, the Contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any Subcontractor, by anyone directly or indirectly employed by any of the Contractors or by anyone for whose acts the Contractor may be liable during the entire performance period of this contract. The Contractor must furnish a Certificate of Insurance to the CES procurement officer prior to official award. If policy changes occur during the life of the contract, it is the Contractor's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Will provide to CES proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, or seven hundred fifty thousand dollars (\$750,000) bodily injury and two hundred fifty thousand dollars (\$250,000) property damage (each occurrence).

The Offeror will name CES and the CES Member as co-insured up to the limits of the Tort Claims Act.

3. Will provide to CES a certificate of comprehensive vehicle liability insurance, for both owned and non-owned vehicles, shall be one million dollars (\$1,000,000) per occurrence combined single limit for both personal injury and property damage.
4. If required for professional services, will provide a certificate of errors and omissions insurance for damages caused by an error, omission, or any negligent acts caused by the Contractor and its Subcontractors in the performance under this agreement. Combined single limit per occurrence is one million dollars (\$1,000,000) and the annual aggregate limit of not less than two million dollars (\$2,000,000). The bidder will provide "tail" coverage at the completion of any contract entered into by CES or its Members for a minimum of 12 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverage as described following contract completion. This will be a condition of the final acceptance of work or services.
5. In addition, Contractor must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. Prior to commencing any work, all Subcontractors must procure and maintain at its own expense until final acceptance of the work, written insurance coverage, and insurer's acceptance to the prime Contractor. All Subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime Contractor and CES/CES Member/Participating Entities.

Lease and Rentals: The offeror can allow CES Members and Participating Entities to enter into rent, lease, or purchase agreements, providing such agreements are in compliance with New Mexico statutes, rules, and regulations. CES must receive a copy of the executed leasing documents prior to processing a purchase order. CES will not collect lease payments. The offeror must agree that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal with interest rates described as related to a government standard. The offeror must indicate if the shipping costs for the return of leased or rented equipment are the responsibility of the CES Member and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES Member of the transfer. If the offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Contractor.

As required by New Mexico law, the lease agreement with the CES Member or Participating Entity will need to contain a termination provision for Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted by CES, its Members or Participating Entities (Lessee) governing body or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under any lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the lease without penalty or expense to the Lessee. It is the decision of CES, its Members, or Participating Entities to determine the sufficiency of funds, which determination shall be accepted by the Lesser and is final. The Lessee shall give the Lesser or its Assignee written notice at least thirty (30) days in advance of such occurrence.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, and Sections 13-1-21 through 13-1-199.

Licenses: The Contractor will maintain in current status all federal, state and local licenses, bonds and permits required for the performance and delivery of any and all products and services offered. Any Contractor or subcontractor providing construction services must hold a current and appropriate Contractor's license, as required by New Mexico Construction Industries and Manufactured Housing Division and New Mexico statutes. It is the responsibility of the Contractor to ensure that any subcontractors hold and maintain the appropriate licenses. The Contractor will submit copies of licenses and any subcontractors' licenses to CES prior to the start of any work.

Liens: All materials and services will be free of all liens.

Liquidated Damages: The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and his Surety); and the Contractor shall be liable for the amount of liquidated damages as determined on a specific project-by project basis. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquidated damages are assessed per calendar day of delay until the work is determined by CES and its Member or Participating Entity to be substantially complete.

Local Representation: Depending on the type and level of products and services offered, the Vendor must demonstrate their sales, support, and service staff are physically located where they can respond to and deliver services in a timely and cost effective manner.

Manufacture Endorsement: The Contractor must demonstrate it is an authorized distributor of the products and services offered, has access to manufacturer's technical support and warranty services, and possesses the certifications required to install, configure, and maintain the products offered within the state of New Mexico.

Marketing: Once the award is made to the Contractor, CES will, in conjunction with the Contractor, develop a marketing strategy on how the contract will be presented to its Members and Participating Entities. CES informs its Members and Participating Entities of the contract by: 1) including the contract in the agency database that is available on the CES website, 2) announcing the award in its periodic newsletter, 3) publishing the contract information in a catalog disseminated to all Members, and 4) attending a number of conferences and promoting its existing contracts. A list of Members' and Participating Entities' names, contact names, addresses, and phone numbers can be viewed or downloaded by going to CES' website (www.ces.org).

Multiple Awards: AEPA approved Vendors must service a required number of the AEPA Member States which does not allow New Mexico or regional Vendors to participate. CES has determined that it is in its Members and Participating Entities best interest, and in order to provide local Vendors the opportunity, CES conducts public solicitations for local and/or regional Vendors in some of the same product and service areas. Therefore, CES may have existing CES contracts in place with local or regional Vendors.

New Mexico Procurement Code: Sections 13-1-21 through 13-1-199 NMSA 1978 may be cited as the "Procurement Code".

Offer Acceptance Period to Execute a Contract with CES: In order to allow CES the opportunity to evaluate the bids approved by AEPA, CES requires that the AEPA approved Vendor submit to CES a complete electronic copy of its response to AEPA's solicitation with original signatures within fifteen (15) days of CES request. CES will issue its supplemental packet within thirty (30) days after receipt and review of the approved Vendor response. The approved Vendor will have fifteen (15) days to return the CES supplemental packet. After CES receives the request information in the supplemental packet, CES issue a contract for the products and services as approved by AEPA.

Offeror's Support for CES Prices:

Because the resulting CES awarded contracts are based on publically solicited sealed bids, CES Members and Participating Entities are exempt from having to issue their own individual solicitation. The additional value CES brings to the transactions is its oversight, support services, and assurance that the procurement complies and adheres to the New Mexico Procurement Code.

CES' current Members and Participating Entities exceed 420 educational and governmental agencies in the State of New Mexico. The awarded Vendor receives services from CES in the form of assistance in collections, joint marketing, mediation services to settle disputes and use of its facilities to hold events.

For CES to comply with the intent of State of New Mexico cooperative purchasing statute, CES requires that Vendors offer prices lower than what they would offer to a single CES Member, other cooperative purchasing contracts available to New Mexico public institutions, and agencies, or state purchasing contracts for equal or less volume. Vendors that awarded a CES contract under this solicitation must lead with and/or offer their CES contract. As the agencies' first option, however, it is understood that it has the option to use whatever procurement method they choose.

Ordering Process: CES currently offers two (2) procurement/purchasing options:

1. Traditional Method
 - a. The Contractor provides a written quote or proposal to the CES customer. When a final quote or proposal is agreed upon, a copy is provided to CES. When preparing a quote or proposal under a CES awarded contract, the Contractor must clearly identify and separate supplies, materials, equipment, and services into individual line items as they appear on the Contractor's awarded price schedule. Stated prices must include the CES two percent (2%) administrative fee.
 - b. The CES Member or Participating Entity issues a purchase order to CES based on the quote or proposal provided referencing the Contractor's CES contract number.
 - c. When CES receives the Member's or Participating Entity's purchase order, it verifies the quote or proposal with the Contractor's CES contract pricing to ensure compliance. CES issues a purchase order to the Contractor for the contract pricing less two percent (2%) CES administrative fee.
 - d. The Contractor provides the items or services and invoices CES for an amount not to exceed the amount of CES' purchase order to the Contractor. Invoices must only be issued to CES.
 - e. CES verifies the Contractor's invoice received and issues a CES invoice to its Member or Participating Entity.
 - f. The Member or Participating Entity pays CES, and CES pays the Contractor for items and services delivered and accepted by the CES Member or Participating Entity and retains its 2% percent administrative fee.
2. Ecommerce (online ordering) Method:

- a. This allows the CES Members or Participating Entities to log on to the Contractor's website which contains only those products and services covered under the Contractor's awarded contract.
- b. The Contractor delivers the product/services, sends an invoice to the Member/Participating Entity, the CES Member or Participating Entity pays the Contractor, and the Contractor rebates to CES the two percent (2%) administrative fee.

Ownership of Materials and Documents: CES, its Members or Participating Entities shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "**materials**") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all **documents** necessary to assign and transfer to, and vest in CES, its Members or Participating Entities all Contractor's rights, title and interest in and to such original **materials**, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

Patent and Copyright Infringement: Contractor will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder (even if such equipment or software are modified by CES or its Members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES must:

1. Give Contractor prompt written notice of any such claim after becoming aware of such claim.
2. Allow Contractor to control and fully cooperate with Contractor in the defense and all related settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with Contractor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Contractor. If any CES Member and Participating Entities are involved by any party in any way, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Contractor's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the Contractor, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace or so modify with equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software on written request by Contractor at Contractor's expense.

Contractor agrees to refund CES, its Members or Participating Entities a refund for returned equipment as depreciated unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over six (6) years. In the event that Contractor's written request for return is made after full depreciation, the Contractor will pay CES, or its Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members or Participating Entities, fails to return the equipment, the Contractor is not obligated to that Member under this clause.

Contractor will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Contractor. However, one Member's or Participating Entity's action will not preclude Contractor's obligation to others not having modified their equipment or software.

Payment of Administrative Fee: When a CES Members or Participating Entities issue payment directly to the Contractor for goods and services received and accepted. The Contractor will, upon receipt of payment from a CES Member or Participating Entity, issue payment to CES for a administrative fee in an amount equal to two percent (2%) of the total invoice amount.

Payment Processing: All payments must be invoiced through CES, unless online ordering is approved by CES. If any payment is delayed beyond 45 days from the due date, the Contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the procurement unit. The Contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, with the exception of unsettled claims previously made in writing.

Price List: The AEPA Vendor will submit to CES and/or its Members and Participating Entities (if requested) or make available on its website all applicable pricing for all products and services proposed, approved, and awarded under this solicitation. Price lists submitted must be in accordance and comply with the AEPA's terms, conditions, and the requirements of the CES purchasing process utilized to facilitate eligible procurement agencies' staff to place and process orders. When utilizing any of the pricing methodologies identified and required within this solicitation, such discounts and pricing will include the CES two (2%) percent administrative fee, must be submitted in the format required, and can be audited by CES.

Price Quote or Proposal: When preparing a quote or proposal under a CES awarded contract, the Contractor must clearly identify and break out supplies, materials, equipment and services into individual line items as they appear on the Contractor's awarded price schedule or pricing methodology. Stated prices must include the CES two percent (2%) administrative fee and any required New Mexico Gross Receipts Tax.

Progress Payments Processing: All progress payments must be invoiced through CES. It is the responsibility of the procurement unit and/or its designee to review and approve any estimates of work completed. If the procurement unit or their designee issues a written statement to the Contractor that the estimate of work is not approved and certified, the procurement unit may withhold an amount from the progress payment determined to be reasonably sufficient to cover the deficiency set forth in the written finding. In such cases, the Contractor agrees to hold CES harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the Contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the procurement unit. The Contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, with the exception of unsettled claims previously made in writing.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Shipping Terms: Prices that include shipping to any location in the State of New Mexico, delivered to the specific receiving point as identified in the purchase order issued by CES, its Members or Participating Entities to the Contractor. The Contractor will retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges will be the responsibility of the Contractor. The receiving agency will notify CES, the Contractor and/or Freight Company promptly of any damaged goods, and will assist the Freight Company/Contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Stored Materials: Upon prior written agreement between the Contractor and CES Member or Participating Entity, payment may be made for materials not incorporated in the work, but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of insurance coverage and/or addition of CES Member or Participating Entity as an additional insured upon agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of a CES Member or Participating Entity and be separated from other materials. The buying agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the CES Member or Participating Entity, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. Subcontractor Information
 - a. The name of each subcontractor who will be performing work or rendering service.
 - b. Address of the place of business
 - c. Any license number required by New Mexico Law
 - d. Type of work or services to be performed by the subcontractor.
2. CES and its' Eligible Agencies reserves the right to approve, reject or replace any subcontractor proposed by the Offeror.
3. Any agreements with subcontractors shall incorporate by reference for each individual project contract.
4. No subcontracts will be entered into for any services that required a New Mexico Business, Professional or Occupational Licenses (Chapter 60 and 61 NMSA 1978).
5. A subcontractor may submit a written request to CES asking to be notified by CES within five (5) days from any payment made to the Contractor. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue payments. The Contractor must provide CES with a list of all subcontractors and suppliers information utilized for any individual project performed under any contract that is a result of this solicitation.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGR). All applicable NMGR must be listed as a separate line item on all invoices. No gross receipts taxes can be collected on delivery charges to the agency's location.

1. There is no NM State Gross Receipt Taxes NMGR applied to the price of non-construction supplies, materials, and equipment.
2. There will be NM State Gross Receipt Taxes NMGR applied to any non-construction services and professional services based on the location of the provider.
3. There will be NM State Gross Receipt Taxes NMGR applied to any construction product and/or service based on the physical location of the construction site.
4. Indian Reservation or Tribal Tax: If goods or services are delivered to locations on a Indian reservation or purchased by tribal governments, they are subject to tribal taxes.
5. A Bidder will be required to provide tax indemnification number (CRS) issued by New Mexico Taxation and Revenue Department at time of contract award.

Termination for Convenience: CES can, by written notice stating the effective date, terminate the contract issued for convenience in whole or in part, at any time. CES shall pay Offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and
2. A reasonable amount, not otherwise recoverable from other sources by Offeror as approved by CES with respect to the undelivered or unaccepted portion of the service, provided compensation shall in no event exceed the total contract price.

Termination for Default: CES reserves the right to terminate in whole or any part of the contract due to the failure of the Contractor to carry out any obligation, term or condition of the contract. CES may issue written notice to the Contractor for acting or failing to act under the following conditions.

1. The Contractor provides material that does not meet the specifications of the contract.
2. The Contractor fails to complete the services set forth in the specifications of the contract.
3. The Contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The Contractor fails to make progress in the performance of the contract and/or gives CES cause to believe that the contractor will not or cannot perform the requirements of the contract.
5. The Contractor fails to observe any or all of the terms and conditions of the contract.
6. The Contractor accepts purchase orders, based on this contract, directly from a CES Member or Participating Entity and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Contractor will have ten (10) days to provide a satisfactory response in writing to CES. Failure on the part of the Contractor to satisfactorily respond can result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of CES with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to CES for demonstration, evaluation, or loan purposes are not considered gratuities.

Termination for Non-Performance or Contractor Deficiency: CES can terminate any contract if CES Members have not used the contract in any 12-month period, or if purchase orders total less than \$10,000 per year. CES 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. CES may issue a written 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. Failing to adequately perform the services set forth in the scope of work, specifications or contract;
3. Failing to complete required work or furnish required materials within a reasonable amount of time;
4. Failing to make progress in performance of the contract and/or giving CES reason to believe that contractor will not or cannot perform the requirements of the contract;
5. Performing work or providing services under the contract prior to receiving a purchase order from CES for such work;

6. Accepting purchase orders based on this contract from CES Members and/or invoicing CES Members directly.
7. Fails to observe any or all of the terms and conditions of the contract.
8. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, contractor will have ten (10) days to provide a satisfactory response to CES. 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 will become the property of the CES Member on demand.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project may be terminated if insufficient appropriations or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to Members or Participating Entities governing board and/or the New Mexico State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Contractor. The CES Members or Participating Entities decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor and shall be final.

C. Construction Terms and Conditions – For construction products and services.

Additional Contract: For any contract entered into by CES, contractor and CES Member or Participating Entity based on this IFB, the terms and conditions of the IFB will prevail. A contract between the CES Member or Participating Entity and the Contractor for construction will be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

Additional New Mexico Public School Facilities Authority (NMPSFA) Terms and Conditions: Any construction project involving funds provided by NMPSFA will require the Contractor to adhere to NMPSFA's additional terms, conditions and requirements.

Bid Security: The New Mexico Procurement Code, 13-1-146 NMSA 1978, requires bid security for construction and construction related services. CES has determined that, for any such IFB issued by AEPA, it will require a bid bond, or other acceptable bid security in the amount of twenty-five thousand dollars (\$25,000). The bid security must be provided by bid due date, and must accompany the bidder's response. Acceptable bid security is a one-time bid bond underwritten by a surety company licensed to issue bid bonds in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570, a certified cashier's check, or an irrevocable letter of credit.

Bonds:

1. Upon execution of a contract between a CES Member/Participating Entity and the prime Contractor for a project with a value twenty-five thousand (\$25,000) or more, will provide performance and payment bonds from a surety company authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.
2. The prime Contractor will execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the contract between the CES Member or Participating Entity and the prime Contractor by a surety company authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570. Performance bonds between the CES Member or Participating Entity and the prime Contractor will be on standard AIA or similar forms.
3. All suits for nonpayment or nonperformance will be filed as allowed under New Mexico law.
4. Any Subcontractor providing or performing one hundred and twenty-five thousand dollars (\$125,000) or more of work for an individual project, must submit to the prime Contractor a performance and payment bond equal to one hundred percent (100%) of the subcontract cost from a surety company authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Contractor Public Works Registration Requirement: As defined in New Mexico Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars (\$60,000) or a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions.

Quotes and Cost Proposals: All cost quotes and proposals submitted to a CES Member or Participating Entity will be based on or more of the pricing methodology described within each category or lot of this IFB.

Licenses: The prime Contractor and any Subcontractors shall possess the appropriate New Mexico Construction Industries Division (NMCID) Contractor's license required to provide the construction products services covered by this solicitation. Copies of the prime Contractor's licenses shall accompany their response to AEPA. The Contractor and any Subcontractors must maintain and keep current all licenses during the term of the contract. In any offer using Subcontractors, the Subcontractor must hold and maintain the appropriate New Mexico Construction Industries Division licenses.

New Mexico Building Codes: The Contractor when providing construction services must adhere to the most current version of the New Mexico Building Codes.

New Mexico Construction Industries Division: New Mexico Construction Industries Division (NMCID) is a state agency that is responsible for and enforce all licensing requirements for any one engaged in construction-related contracting in New Mexico. This includes general construction work, electrical, mechanical, and plumbing and LP gas. The activities that are considered to be contracting in New Mexico are defined in the Construction Industries Licensing Act, NMSA 1978, Section 60-13-3.

New Mexico Public School Facilities Authority: New Mexico Public School Facilities Authority (NMPSFA) is the administrative unit created by the New Mexico legislature to carry out and act on behalf of the Public School Capital Outlay Council to administer, coordinate and provide general oversight for "state-funded construction", which is defined as a building or appurtenance to a building that is built in whole or in part with state capital outlay monies. As part of their oversight function, NMPSFA will receive and review construction project documents and coordinate with other state agencies such as NMCID, Environment Department, Department of Energy, Minerals and Natural Resources, State Fire Marshal's Office, etc., to ensure compliance with all applicable adequacy standards, rules, regulations, building, plumbing, electrical, fire prevention, and mechanical codes adopted by the state, county, city, town or fire district in which the construction project is located.

New Mexico Public Works Act: Sections 13-4-1 through 13-4-43 NMSA 1978 may be cited as part of the "Procurement Code".

New Mexico Wage Rate Documentation:

The New Mexico Department of Workforce Solutions (NMDWS) and CES requires that certain forms be completed for every construction project in excess of \$60,000.

1. CES will submit for the wage decision and, upon receipt of the decision, will provide to the prime Contractor.
2. Prior to starting a construction project, the prime Contractor is responsible for completing and submitting Notification of Award, Statement of Intent to Pay Prevailing Wages, and Affidavit of Wages Paid to the NMDWS and must provide a copy to CES.
3. CES will not make any payments to the contractor until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

New Mexico Workforce Solutions: This is state agency responsible for the overseeing, administering, issuing, implementing and ensuring that all employers, Contractors, and Subcontractors follow and comply with New Mexico and Federal labor laws, rules, regulations, policies, and procedures governing employment and the general workforce.

New Mexico Workforce Solutions Contractor Registration Requirement: In order to submit a bid or response to a request for proposal valued at more than sixty thousand dollars (\$60,000) or to be considered for an award of any portion of a public works project greater than sixty thousand dollars (\$60,000) and for a public works project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978), the contractor, serving as a prime contractor or subcontractor, shall be registered with the New Mexico Department of Workforce Solutions, Public Works (13-4-14.1 NMSA 1978) before CES can issue a purchase order.

Payment Retention, Progress Payments:

1. In order to comply with New Mexico Statutes Annotated 1978, Article 28 Retainage, 57-28-1 to 57-28-11, CES will not retain any funds on progress payments during any construction projects. The prime contractor agrees to only request payment for goods and services delivered, received and accepted by the Member/Participating Entity.
2. Final payment of a contract, for which progress payments have been made, will not be made until the project is totally completed (including punch list items and close out document delivered), and the final application for payment is signed by the CES Member/Participating Entity, received and audited by CES.

3. If the Member/Participating Entity and the prime contractor agree to retainage or a substitute security, the agreement must be in full compliance with New Mexico Procurement Code and applicable laws. If a substitute security or retainage is agreed upon, written notice must be provided to all parties prior to the issuing of a CES purchase order.
4. If the CES Member, Participating Entity, or their designee issues a written statement to the contractor that the estimate of work is not approved and certified, an amount from the progress payment determined to be reasonably sufficient to cover the deficiency set forth in the written finding maybe withheld. In such cases, the contractor agrees to hold CES harmless for any deficiency of payment. If any payment is delayed beyond forty-five (45) days from the due date, the contractor agrees not to charge CES interest on the late payment

Quality Control Issues:

1. During the course of the contract, the Member's/Participating Entity's contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material.
 - a. Should test results prove that a material is not functionally equal to or better than specified, the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
 - b. Should test results prove that materials tested were functionally equal to the specified material, the prime Contractor will be notified of the results.
2. Should the Member/Participating Entity and the Contractor encounter a situation and/or condition that they cannot agree on or resolve during the execution of the project and/or during the project close-out process, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

R.S. Means

When providing R.S. Means costs as part of a project's proposal, the following items apply.

1. Contractor must use the current year and standard cost data. Only the following cost data titles will be accepted:
 - a. Building Construction Cost Data Book
 - b. Facilities Construction Cost Data
 - c. Facilities Maintenance & Repair Cost Data
 - d. Site Work & Landscape Cost Data Book
2. All work proposed under R.S. Means must use R.S. Means format, even if subcontractors are used. Subcontractor's invoices must tie to the R.S. Means spreadsheet.
3. An R.S. Means spreadsheet must be submitted to substantiate the quote given to the AEPA Member Agency. The spreadsheet columns must reveal the full R.S. Means number and a sufficient amount of the description. This also applies to any change orders.
4. Pricing must be done by Location Codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in the AEPA Member Agency State.
5. The AEPA contract holder factor, bonding cost, AEPA discount and taxes if applicable must be shown as separate line items at the bottom of the R.S. Means spreadsheet. This information can be shown on a separate summary sheet. The summary sheet must start with the R.S. Means spreadsheet total and show the detail for each of the items stated above. This detail will be provided to AEPA State Agency and AEPA Customer as required.
6. All change orders which list items covered by R.S. Means must be supported by an R.S. Means spreadsheet.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the CES Member or Participating Entity. The contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. Upon completion of the work, the premises will be left in a neat, unobstructed condition with everything in good repair and order.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Member/Participating Entity.

Site Preparation: Prior to a purchase order being issued by a CES Member or Participating Entity, the size, location and site conditions that exist at the time the contractor takes possession and/or control must be clearly identified and stated in

writing. The contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the CES Member or Participating Entity, unless contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or until the CES Member or Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre-installation requirements.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Labor's rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The contractor will pay state wage rates for every job performed under this contract with a total project cost of more than Sixty Thousand Dollars (\$60,000) on an individual basis. The contractor will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In awarding subcontracts, the contractor agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership, non-membership or affiliation in a union or professional association or other organized group or agency, but on a competitive bid and ability to meet the specifications and comply with the requirements of the individual project.
2. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:
 - a. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
 - i. Five Thousand Dollars (\$5,000); or
 - ii. One/half of one percent of the total project (to be estimated by the architect and/or engineer of record).
 - iii. Address of the place of business
 - iv. Subcontractor license number
 - v. Type of work or services to be performed by the subcontractor.
 - b. Pursuant to Section 13-4-38, et., NMSA, 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein
3. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section (13-4-14.1 NMSA 1978).
4. CES, its' Members or Participating Entities reserves the right to approve or reject any subcontractor listed in the Offeror's project proposal.
5. Subcontractors will need to provide performance and payment bonds to prime contractor if the subcontract is greater than \$125,000 (13-1-148.1 NMSA 1978).
6. The contractor will not enter into any subcontract subject to this solicitation without prior notification and approval from CES or its' Member or Participating Entity. Any such subcontract shall incorporate by reference the terms and conditions of this solicitation and each individual project contract.
7. No subcontracts will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID and the New Mexico Public Works Act (13-4-1 to 13-4-43 NMSA 1978) and New Mexico Procurement Code (13-1-1 to 13-1-199 NMSA). No subcontracting costs can be hidden in a cost proposal to CES.
8. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act (57-28-5 NMSA 1978). If contractor receives a progress payment from CES, the contractor will pay subcontractor(s) their correct proportion of the amount paid. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
9. The Contractor must agree to pay all subcontractor or material suppliers for work completed, accepted and billed within seven (7) days of their receipt of the progress payment from CES, unless otherwise agreed on in writing between the parties.

10. A subcontractor may submit a written request to CES asking to be notified by CES within five (5) days from payment of each progress payment made to the Contractor. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments before CES can issue progress payments. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed under this RFP.
11. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously, without delay and will not cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime contractor or Member.

17. North Dakota, North Dakota Educators Service Cooperative (NDESC)

A. Additional Agency Terms and Conditions

1. Hazardous Substances: All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
2. Lease and Rentals: Vendor may allow NDESC members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with North Dakota Statutes and guidelines as well as the State Department of Education policies, rules and regulations. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the NDESC member. Vendor agrees that leases will be in compliance with the Uniform Commercial Code. A two percent (2%) administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under ordering process.
3. Training Seminar: The contracted Vendor and their participating sub-contractors are required to participate in an online training session that is designed to educate the vendor and subcontractor on the purpose and nature of NDESC. The contracted Vendor will not be marketed to NDESC participating agencies until they have completed the training seminar.

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* If requested by CPC, the contracted Vendor will work with CPC to develop an order form, or order forms, containing the most commonly purchased items, that CPC can utilize to market the Vendor to its participating agencies.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and conduct a conference call with the Vendor to determine if the Vendor is able to meet the necessary requirements for construction related products and services, according to Chapter 48-01.2 of the North Dakota Century Code, and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor are able to confirm that business is able to be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction related projects, products and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

D. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its qualified members. Member is defined in Section C. In the event of an award by the NDESC Board of Directors, NDESC will inform its members of the award and contract by the following methods along with contract instructions and ordering process.

1. The contract opportunity is listed and promoted on the NDESC website.
2. Announcing the award in NDESC newsletters.
3. NDESC will publish the contract and marketing information through a hard copy marketing flier and electronic email. Contracts are promoted through PDF and hard copy product catalog distributed at statewide trade shows and member meetings on a regular basis. NDESC will require a marketing flier, brochure, or other similar marketing pieces, in an editable, electronic format, from the Vendor promoting the available contract with approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to AEPA information only.
4. When the member identifies a desired product or service, the member and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or service including installation costs. The administrative fee shall not be listed as a separate line item on the quote. When a member decides to purchase through the NDESC-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on the total cost of goods, service, and installation, including the two-percent (2%) administrative fee.
5. Notification will be made to the Vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. NDESC and the Vendor will mutually resolve any issues with regard to past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by NDESC otherwise. All sales and transactions may continue without delay or in anticipation of the NDESC purchase order verification.
6. Once all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, the Vendor then files a copy of the final invoice, which is available to NDESC by request in

Support of the quarterly sales summary. The invoice is to be marked "Copy".

7. Vendor makes all deliveries and installations of products and services. NDESC does not warehouse items or provideservices.
8. NDESC's participating agencies purchasing construction related products and/or services may, as required by statute, or at their discretion, require the Vendor to post a performance bond.
9. This administrative fee is to be paid by the vendor to NDESC quarterly within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:
 - Name of service cooperative region
 - Name of purchasing agency
 - Address of purchasing agency
 - Date of sale
 - Standard sale price
 - Sale price with AEPA discount
 - Administrative fee generated by sale
 - Savings generated by sale

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be e-mailed to Jane Eastes at jeastes@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. The administrative fee payment shall be delivered to Jane Eastes, NDESC, 1001 E. Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to NDESC.

10. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the Vendor at the front end of the lease. NDESC reserves the right to review all purchase orders and lease documents to insure contract compliance.
11. NDESC requires that all participating vendors offer the contract opportunity to all NDESC qualified members. Qualified membership is defined under section E (below).
12. NDESC has designated Lakes Country Service Cooperative (LCSC), 1001 E. Mt. Faith, Fergus Falls, MN as its purchasing agent. All vendors agree to work with LCSC on all purchasing issues related to NDESC.

E. Members Purchasing Under the Agency

The NDESC has been established pursuant to the provisions of Chapter 54-40.3 of the North Dakota Century Code, as amended. The purpose of NDESC is to assist in meeting those specific needs of the members which are determined to be better provided by a cooperative effort, including without limitation the joint purchasing of programs, goods, and services which are deemed to be priority needs of the members. NDESC currently has approximately 200 participating agencies. Qualified agencies of NDESC include all North Dakota public schools, private schools and higher education institutions and any other North Dakota political subdivisions eligible to enter into a joint powers agreement with NDESC.

F. Governing Law

The laws of the State of North Dakota govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

18. OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC) 2019

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases - For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.
2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.
3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the Contractor shall contain the applicable rates and such terms and provisions as may be required by law.
4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. Procedures for Processing Orders:

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.

The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

19. Oregon, Intermountain Educational Service District (IMESD)

A. Additional Agency Terms and Conditions

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. (*Reference: ORS 334.185*)

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof. In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.

HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.

The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products. These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.

HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor- partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailingwagerates/Davis-Bacon.

As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is \$50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds \$50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds \$50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder

Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure

If the contract involves asbestos or asbestos abatement, the contractor or subcontractor must be licensed under ORS 468A.720.

4. Bonding

If this contract is a public improvement contract in excess of \$100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure

Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

(i) 5% of the project bid, or \$15,000, or

(ii) \$350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

(a) the Subcontractor's name, and

(b) the category of the work that the Subcontractor would be performing, and

(c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.

THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name: Bid #:

Bid Opening Date:

Name of Bidding Contractor: Required

Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.

List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF CATEGORY OF DOLLAR VALUE SUBCONTRACTOR WORK

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

- (a) 5% of the total Contract Price, but at least \$15,000 [if the dollar value is less than \$15,000 do not list the Subcontractor above], or
- (b) \$350,000 regardless of the percentage of the total Contract Price. Form submitted by (insert Bidder name):
 Contact name: Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements;

Miscellaneous Provisions

"Owner" means the public entity executing the Contract of which these provisions are a part.

"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.
- (d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.
- (e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(b) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(c) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken. Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6) (a) If the contract is for public works and is over \$50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHDPWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price. By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedures for Processing Orders

Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional one percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.

Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional one percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

C. Agency Members Purchasing under the UMESD

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measureable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon. Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's Contract management efforts re funded by a nominal administrative fee paid by the vendor based on sales volume.

20. Pennsylvania, Central Susquehanna Intermediate Unit dba Keystone Purchasing Network

A. Additional Member Agency General Terms and Conditions that apply to all categories

KPN is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under Pennsylvania's inter-governmental cooperation laws and includes members in several east coast states that currently include Pennsylvania, Maryland, the District of Columbia, New York and Delaware, as well as members from other states. All such members of KPN shall be referred to in these state-specific terms and conditions as "Member." Additionally, any bidder that is awarded a contract shall be referred to in these state-specific terms and conditions as "Vendor" or "Contractor."

Vendor agrees that, in the provision of supplies, and in the performance of the work and services required under the contract, Vendor shall abide by all Federal, Pennsylvania state, and local laws, regulations and ordinances that may apply, including, but not limited to, those listed below. Vendor shall also abide by the state and local laws, regulations and ordinances of other states and municipalities where a Member is located, including, without limitation, any states and municipalities where new Members are added as KPN Members throughout the term of the applicable contract.

1. **Marketing and Advertising under this Agreement.** Vendor will actively promote the resulting contract in Pennsylvania, Maryland, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirements listed below.
 - a. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print, electronic mail and other advertising and promotion intended for release to PA, MD, DE and NY excluding national marketing releases.
 - b. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
 - c. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
 - d. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which Vendor displays/participates at tradeshow, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.
 - e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on Vendor's website promoting the KPN contract or a specific KPN landing page and providing a link to the KPN website.
 - f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.
 - g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN Members.
 - h. Requested materials will be submitted to KPN within thirty (30) days.
2. **Pricing and Ordering.** Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of two percent (2%) or as adjusted by KPN. In the case of electronic ordering, KPN must have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the Member.
3. **Criminal Background Reports and Child Abuse Clearances.** Unless Member stipulates in writing otherwise, the background checks required pursuant to 24 P.S. § 1-111 and 23 Pa.C.S. § 6344, each as amended from time to time, shall be submitted to Member for review and approval prior to Contractor or any of Contractor's employees commencing work under the Contract. Contractor shall be required to obtain Criminal History Reports (24 P.S. § 1-111), Child Abuse Clearances (23 Pa.C.S. § 6344) and an Employment Background Review (24 P.S. § 1-111.1) for any individual Contractor intends to utilize in conjunction with the Contract. No Criminal History Report or Child Abuse Clearance submitted may be more than fifty-five (55) months old at the time of submission and will expire at the point it is sixty (60) months old. The Member shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Reports, Child Abuse Clearances and Employment Background Review. In compliance with 24 P.S. § 1-111, as amended, and 23 Pa.C.S. § 6344, Contractor shall be required to:
 - a. Present the original Criminal History Reports, Child Abuse Clearances and Employment Background Reviews to Member's administrative designee prior to the beginning of work under the contract for copying and

evaluation of the suitability of each such individual based upon the applicable statute, as amended. The Member shall retain a copy of the official background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in Member's records, with the original being returned to the Contractor.

- b. Follow the same procedure described above prior to performing any work under the contract if any new employees are added to the workforce during the course of the work.
- c. Cover all costs for the Criminal History Reports, Child Abuse Clearances and Employment Background Review.

Upon review of the Criminal History Reports, Child Abuse Clearance or Employment Background Review for any particular individual, Member may determine that utilizing the individual pursuant to the contract is inappropriate. At that point, Member shall notify Contractor in writing and Contractor shall then assign a different, cleared individual without delay to the role that otherwise would have been filled by the excluded individual. Similarly, Contractor shall also assign a different, cleared individual without delay if a previously cleared individual fails to submit new Criminal History Reports or Child Abuse Clearances prior to the expiration of the old report(s).

A. ADDITIONAL GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PRODUCTS AND SERVICES

The following items refer to all projects involving construction or construction related services:

Vendor agrees that, in performance of the work and services required under the contract, Vendor shall abide by all Federal, Pennsylvania state, and local laws, regulations and ordinances that may apply, including, but not limited to, those listed below. Vendor shall also abide by the state and local laws, regulations and ordinances of other states and municipalities where a Member is located. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them. Additionally, Vendor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed under the contract and in the Invitation for Bid.

1. **Performance and Labor and Material Payment Bonds.** The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of one hundred percent (100%) of the contract price, before the award of the contract. (§§ 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967)
2. **Discrimination Prohibited.** According to 62 Pa.C.S.A. § 3701, the Contractor agrees that:
 - a. In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
 - c. The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.
3. **Human Relations Act.** The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (as amended June 24, 1997, 43 P.S. § 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap or disability, use of guide or support animals because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code § 49.101.
4. **Competent Workmen.** For school district projects where the total estimated cost is twenty-five thousand dollars (\$25,000.00) or less, § 7-752 of the Public School Code of 1949 requires that no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.
5. **Pennsylvania Prevailing Wage Rates.** Projects where the total estimated cost is greater than twenty-five thousand dollars (\$25,000.00), paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested

from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

- a. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.
- b. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- c. These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.
- d. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.
- e. No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.
- f. All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.
- g. The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - i. Name of project.
 - ii. Name of public body of which it is constructed.
 - iii. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - iv. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - v. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- h. The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.
- i. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

- j. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.
 - k. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.
 - l. Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.
 - m. The provision of the Act and the Regulations are incorporated by reference in the Contract.
 - n. The current prevailing wage threshold for Pennsylvania is twenty-five thousand dollars (\$25,000.00). However, the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.
6. **E-Verify.** The Vendor and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contractor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member to the Vendor for a particular project, the Vendor shall submit to the Member a Verification Form. Per the act, the Vendor's subcontractors shall provide to the Member, and Vendor shall cause its subcontractors to provide to the Member, their Verification Forms prior to commencing work on the Member's project.
7. **Standard of Quality.** The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that Bidder, the Bidder will be required to replace any alternatives, which do not meet the specifications.
8. **Provisions for the Use of Steel and Steel Products Made in the U.S.** In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, unless such steel products are included in the applicable list of exempt products, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.
9. **Prohibition on Cash Allowance.** Cash allowances are prohibited.
10. **Time(s) of Completion of the Project.** Vendor shall complete all work within one hundred eighty (180) days after entry into a contract with the individual Member. Member and Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.
11. **Owner's Compliance in Retaining Payments.** Unless a Member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the Member as assurance of proper performance of the Contractor. Contractor agrees to identify the amount of the invoices sent to the Member, then send copies of the invoices to KPN. When fifty percent (50%) of the work is completed, as determined by the Member, one-half (1/2) of the amount retained shall be paid to the Contractor, if the Contractor requests release of retainage, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the Member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the Member and the

Contractor agree to a substitute security, the agreement must be in full compliance with Pennsylvania law (or such other applicable state law). If the substitute security is agreed to, the Contractor must provide KPN and the Member with a signed and acknowledged waiver of any right or power of the obligor to set-off any claim against KPN, the Member, or the Contractor, in relationship to the security assigned. The Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the Contractor. It is the responsibility of the Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the Contractor and the authorized agent of the Member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

12. **Final Payment.** A contract containing a provision for retainage as provided in § 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within thirty (30) days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within forty-five (45) days except as provided in § 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.
13. **Workers' Compensation Act.** The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.
14. The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of two hundred fifty thousand dollars (\$250,000.00) for each employee, a two million dollar (\$2,000,000.00) policy limit and two hundred fifty thousand dollars (\$250,000.00) for each accident.
15. **Antibid-rigging Act (Non Collusion).** In accordance with the Commonwealth of Pennsylvania's Antibid-Rigging Act, 62 Pa. C.S.A. § 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by KPN. If Contractor is a joint venture, each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
16. **Prevention of Environmental Pollution.** Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A notice of said provisions prepared by the Pennsylvania Department of Environmental Resources ("Notice") under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Jeffrey L. Kimball, Cooperative Purchasing Services Director at the Keystone Purchasing Network, mailing address: 90 Lawton Lane, Milton, Pennsylvania 17847; phone: 570-523-1155, ext.2130; and e-mail: jkimball@cslu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.
17. **Architectural Services.** For those Members who are Pennsylvania public school districts, and whose projects require architectural or engineering services, your attention is directed to § 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor's architect/engineer.
18. **Multiple Prime Contractors.** For those Members who are Pennsylvania public school districts, your attention is directed to § 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with § 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

B. PROCEDURE FOR PROCESSING ORDERS

Once the award is made to the Vendor, KPN will inform its Members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all Members. A list of Members, institution names, contact names, addresses and phone numbers will be made available to the Vendor in an electronic format. At this point the Vendor contacts the Members and Members may contact the Vendor. When the Member identifies a product or service it issues a purchase order for that item to the Vendor. The Vendor's price to the Member will include the following administrative fees: currently two percent (2%) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and other administrative fees as approved by KPN, which will be collected by Vendor from the Member. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the Vendor will show the adjustment on the quote. The Vendor will compile a quarterly report showing all purchases made by KPN Members under this contract. The Vendor will also produce an annual report for all purchases made under the contract for a period beginning with the award of the contract through December 31 and all consecutive twelve (12) month periods if the contract is extended. The Vendor will make all administrative fee payments to KPN by the fifteenth (15th) of the succeeding month of each three (3) month period (quarterly) after they have received payment from the Member. All checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, Pennsylvania 17847, and Attention: Jeff Kimball. All reporting of purchases will be broken down by entity as well as by state, and will show purchaser, total dollar and date of purchase. These reporting requirements may change during the contract period.

C. AGENCIES ALLOWED TO BECOME MEMBERS OF KPN

KPN is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§ 1901 et. seq., as the same may be amended from time to time (the "Procurement Code"). Pursuant to the Procurement Code, Pennsylvania public school districts are eligible to become Members of KPN. Other organizations, whether such organizations are located inside or outside of the Commonwealth of Pennsylvania, may be eligible to become Members of KPN. Other organizations located inside and outside of the Commonwealth of Pennsylvania that may be eligible to become Members include: state purchasing agencies, political subdivisions, public authorities, tax-exempt, nonprofit educational or public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

Any eligible organization desiring to become a Member of KPN must complete a Membership Application Form, and, per the KPN Terms of Membership Agreement incorporated therein, certify that they are an eligible organization. Each organization must determine for itself whether it is an eligible organization as defined by the Procurement Code and by the Member's home state. The CSIU relies on these certifications and by entering into the Membership Agreement, the Member does attest and affirm that it is an eligible organization under the Procurement Code and the applicable laws and regulations in the Member's home state. Membership by eligible organizations from other states is permitted only if such membership is permissible under various intergovernmental cooperative purchasing laws and regulations from Pennsylvania and the Member's home state.

No Member is obligated to use a contract, but Members find the benefits of low price and not needing to go through a separate bidding process very advantageous. Only those Members listed on an approved KPN membership list are eligible to purchase under a contract. This list may change during the contract period and currently includes Members from Pennsylvania, Maryland, New Jersey, New York, Delaware, the District of Columbia and other Northeast and Mid-Atlantic states. Vendors may choose to offer the contract in other non-AEPA Member states where cooperative purchasing laws allow.

As Members from other states are added to the membership of KPN, the Vendor agrees to abide by all state and local laws, regulations and ordinances that may apply to any purchase of products, services or construction by these Members in their home state. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA Member state.

21. TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center

A. Additional Agency Terms and Conditions

- (1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Contractors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Contractor sales. TexBuy does not charge any fees to participating government agencies.
- (2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.
- (3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Contractors in the purchase of goods and services. Contractors shall indicate on the proposal form whether or not they are an MWBE.
- (4) **Bid awards** shall not consider whether a vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.
- (5) **Felony Conviction Notice** (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.
- (6) **SB 9: Criminal History and Background Checks**, in accordance with Texas Education Code Chapter 22, shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101).
- (7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a vendor that has been debarred, suspended, or is otherwise ineligible for participation in Federal Assistance Programs.
- (8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/contractors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:
 - (a.) The vendor/contractor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the vendor.
 - (b.) AND the vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree relatives as defined in the Texas Government Code
 - (c.) OR a family relationship exists between the LGO and the vendor's employees or agents as defined in the Texas Government Code.
- (9) **EDGAR Certification (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative 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, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (also known as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting Proposals must complete this EDGAR Certification Form regarding the Offeror's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal grant funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal grant funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

- (10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, a local government entity shall not enter into contract with a vendor/contractor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any Federal antitrust laws.
- (11) **H.B. 89 Verification:** In accordance with chapter 2270 of the Texas Government code, a local government entity (city, school district, special district, etc) may not enter into a contract with a for-profit company unless the local government entity obtains written verification that the company does not and will not boycott Israel during the term of the contract.
- (12) **S.B. 252 Certification:** In accordance with chapter 2252, section 2252.152 of the Texas Government Code, a vendor must not be listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, section 807.051 or Section 2235.153 as affiliated with Iran, Sudan or any Foreign Terrorist organization.

B. Additional Agency Terms and Conditions for Non-Construction Products and Services

- (1) **State of Texas Franchise Tax:** By signature hereon, the bidder certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
- (2) **Agricultural products,** including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

C. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

- (1) **Architectural and Engineering Services:** The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code states that by law, local government entities within the State of Texas procuring construction related services through a TexBuy contract such as Job Order Contracts, or a contract for the installation of equipment or materials (e.g, athletic fields and surfaces) may need to procure certain aspects of the services provided using a separate procurement process outside of the TexBuy contract depending on the nature and scope of the services. The "Professional Services" prohibited under the Act include (but is not limited to) professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)).
 - (a.) **Architecture:** If plans and specifications must be prepared by an architect for a new building having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000, it must be procured separately. (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or alteration or addition of an exit)
 - (b.) **Engineering:** If the goods or services purchased through a TexBuy contract will involve engineering services in which public health/welfare/safety is involved, the plans for structural, mechanical,

electrical, electronic, fire suppression, geotechnical system, foundation design, surface water drainage, plumbing and certain roof modifications and estimates must be prepared by an engineer and the engineering construction must be performed under the direct supervision of an engineer. Therefore, these services must be procured separately. There are two (2) exceptions to the rule: 1) If the project involves mechanical or electrical engineering and will cost \$8,000 or less, or 2) if the project does not require mechanical or electrical engineering and will cost \$20,000 or less.

- (c.) **Independent Testing:** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act and may not be procured under a TexBuy contract.
- (d.) **Written Certification:** The member entity procuring construction-related goods and services through TexBuy in the amount that exceeds \$50,000 must designate a person to certify, in writing, that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.

- (2) **Certification of Residency (TexBuy Contractors will be required to sign a standard affidavit required by the State of Texas):** The State of Texas has a law concerning non-resident Contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for TexBuy to determine the residency of its Contractors. In part, this law reads as follows:

- (a.) **Section: 2252.001**

”Non-resident bidder” refers to a person who is not a resident. “Resident bidder” refers to a person whose principal place of business is in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.”

- (b.) **Section: 2252.002**

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

- (3) **Security**

- (a.) **Bid Security**, when required by Texas Law, shall be furnished with the bid. The Bid Security shall consist of a certified check, cashier’s check or a bid bond in the amount of ten percent (10%) of the total bid (or as otherwise stated in the RFB) that shall be a guarantee to furnish Performance and Payment Bonds. Bid Security shall be to TexBuy.
- (b.) **The Successful Bidder’s Security** will be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished. If any bidder refuses to enter into a contract within 30 days or fails to furnish the required bonds, TexBuy will retain the Bid Security as liquidated damages, but not as a penalty.
- (c.) **Performance Bonds** when required by Texas Law, shall be furnished by the successful bidder in an amount equal to one hundred percent (100%) of the total amount of the contract sum, underwritten by such Surety Company as the Participating Agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the Participating Agency.
- (d.) **Payment Bonds** when required by Texas Law shall be furnished by the successful bidder, in the amount of the contract, solely for the protection of all claimants supplying labor and material as hereinafter defined, in the prosecution of the work provided in said contract, for the use of each claimant.

- (e.) **Prevailing Wage** must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded bid.
 - (f.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 shall be required should any employee or agent of a contractor awarded a bid have “continuing duties related to the contracted services” with a school district and that employee or agent will have “direct contact with students” (as those terms are defined in 19 Texas Administrative Code 153.1101).
- (3) **Insurance:** The Contractor shall file with the Participating Agency’s designee, Insurance Certificates, as described herein, evidencing the coverage required, and shall be supplied within ten (10) calendar days after receipt of the written “Notice of Award”. In no instance shall the Contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency’s designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.
- (a.) **Contractor’s Liability Insurance:** Produce and maintain in force the following kinds of insurance of companies acceptable to the Owner. Minimum Limits of Liability are stated.
- Contractor’s Liability Insurance:
- Employer’s Insurance Workers’ Compensation—Statutory Employer’s Liability
 - Bodily Injury by Accident Each Occurrence—\$100,000.00
 - Bodily Injury by Disease Each Employee—\$100,000.00
 - Policy Limit—\$500,000.00
 - Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:
 - Single Limit—\$500,000.00
 - Unimpaired Aggregate—\$500,000.00
 - Comprehensive Automobile Liability - Including non-ownership, hired and owned vehicle coverage:
 - Bodily Damage Each Person—\$250,000.00
 - Each Occurrence—\$500,000.00
 - Property Damage Each Occurrence—\$250,000.00
- (b.) **Owner’s Insurance:** Carry and pay for Owner’s Protective Liability Insurance in the same amounts as specified above for the Contractor’s General Liability. Name the Architect, Engineers, and Consultants as additional insured if applicable.
 - (c.) **Comprehensive Catastrophic Liability:** excess over the above liability policies in the amount of \$2,000,000.00 each occurrence. (Combined Limit)
- (4) **Legal Advice:** Because of the variety of laws and potential high-risk exposure associated with construction-related purchasing, TexBuy members have been advised to consult with the entity’s legal counsel before entering into a contract in which they procure any construction-related goods or services using any purchasing method, including TexBuy Purchasing Cooperative.

D. Procedure for Processing Orders

- (1) Purchase orders are issued by participating agencies to the Contractor.
- (2) “Automated contracts” may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.
- (3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.
- (4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

E. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

22. Virginia, Fairfax County Public Schools

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

STATE: Commonwealth of Virginia.

- 2. FUNDING-**A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
- 3. CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
- 4. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-**It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
- 5. NEW GOODS, FRESH STOCK-**All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
- 6. INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- 7. GUARANTEES & WARRANTIES-**All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
- 8. INSPECTIONS-**Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unorderd balances or additional quantities at contract prices and in accordance with contract terms.
12. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
13. **TERMINATION OF CONTRACT FOR CAUSE**-
 - a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
14. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
15. **CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
16. **GENERAL GUARANTY**-Contractor agrees to:
 - a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
17. **SERVICE CONTRACT GUARANTY**-Contractor agrees to:
 - a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules,

regulations, methods and procedures of all government boards, bureaus, offices and other agents.

- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

- 18. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

- 19. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

- 20. DRUG FREE WORKPLACE**-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 21. OFFICIALS NOT TO BENEFIT**-

- a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible

benefit.

- c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

- 22. REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

- 23. COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICE OF SMALL BUSINESS-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
- d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

- 25. TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

- 26. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

- 27. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- 28. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

29. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

30. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time

of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

31. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

32. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

23. Washington, King County Directors' Association (KCDA)

(General Contracts and Construction/Public Works Projects)

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated KCDA shall do the following:

Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.

Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.

Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:

KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes Against Children:

The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:

All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts. The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:

If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:

The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:

The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:

KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:

Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:

- (a) conform to the specifications, drawings, written instructions, samples, or descriptions;
- (b) be of good quality and workmanship;
- (c) be free of defects in design, materials and workmanship;
- (d) be merchantable;
- (e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:

The KCDA Members and Associate Members are to be taxed.

Term of Contract:

The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:

RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Procedure for Processing Orders Order Procedure

After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be 2%. Do not print the service fee as a separate line item on the quotation.
- The Contractor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e- mail address of the KCDA Purchasing Manager, Judy Isaac jisaac@kcda.org and Director of Finance, Robert Payne rpayne@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director’s Association (KCDA) is a member owned purchasing cooperative representing 294 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

- **Bid Bond:** The bid must be accompanied by a bid bond using the KCDA form included in these contract provisions, issued by a surety licensed to do business in the State of Washington and made out to King Count Directors Association in an amount not less than 5% of the amount of the bid as identified in Part B, Section 4 of the solicitation. A Power of Attorney must accompany the bid bond and must appoint the surety's true and lawful attorney-in-fact to make, execute, seal and deliver the bid guarantee bond. Failure to submit the required bid security with the Bid shall render the bid non-responsive and the bid shall be rejected.
- **Public Works:** State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> or by contacting Labor and Industries at 360-902-5335. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension. A copy of the applicable prevailing wage rates are also available for viewing at the office of KCDA. Upon request KCDA will mail a hard copy of the applicable prevailing wages.
- **Application:** The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530). Definition: Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010). Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020). **Contractors bidding a Public works project exceeding \$1,000,000.00 must declare who their HVAC, Plumbing and Electrical subcontractors will be and submit this information with bid documents in order for the bid to be responsive (RCW 39.30.060).** Such projects also have special considerations pertaining to prefabricated materials (RCW 39.04.370) and use of apprentices (39.04.320).
- **Reciprocity:** In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.
- **Prevailing Wage:** Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.
- **Basic procedures:** A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all Contractors/Vendors have submitted an approved intent form. KCDA cannot release retainage until all Contractors/Vendors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042). Costs for filing shall be the responsibility of the Contractor. Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for as dictated by law. The final 5% will be paid when the following is completed: acceptance of project completion to the satisfaction of the KCDA ordering member, followed by receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue.
- **Federally Funded Projects:** In addition to the Federal Requirements of Section III General Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of \$2000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at <http://www.wdol.gov/>. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department

of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

- **Responsible Bidder**

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

1. At the time of submittal of bid to AEPA, the contractor must hold a current Washington State Contractors License in the name of the company signing the bid. Failure to have the license prior to submitting the bid is a violation of chapter 18.27 RCW and is a gross misdemeanor.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility:

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

- **Bonds- Payment & Performance:**

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of thirty-five thousand (\$35,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter

60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member. Performance and Payment bonds for KCDA members outside Washington must be provided by

companies licensed to provide bonds for public entities in the member's state.

- **Licenses:** The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.010. It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses. The contractor shall verify that appropriate licenses are in place at the time of response to this bid. Copies of licenses must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.
- **Permits:** The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful Contractor/Bidder unless otherwise acknowledged by the KCDA member.
- **Certificate of Insurance:** A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to KCDA and the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. KCDA and the KCDA member must both approve the certificate of insurance and endorsements.
- **Acceptable Pricing Method:** KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Contractor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.
- **Progress Payments:** The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:
 - a. Contract Number
 - b. Bid item ID, bid quantity, unit, unit price and description as appropriate
 - c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request. In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

- **Payment Retainage:** In accordance with RCW 60.28 a contract retainage of not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract shall be withheld and reserved as a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete or upon receipt of all necessary releases, whichever is later.

24. West Virginia, Mountain State Educational Services Cooperative (MSESC)

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to the Mountain State Educational Services Cooperative (MSESC), its AEPA WV Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

- 7. Ownership of Instruments of Service**
Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.
- 8. Audit**
Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.
- 9. Notices**
Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.
- 10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State**
If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.
- 11. No Personal Liability**
It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.
- 12. Price Quotation**
Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.
- 13. Miscellaneous**
Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.
- B. Construction Products and Services:**
For construction improvements, the following shall apply:
1. The successful Contractor shall provide such bonds required by West Virginia State Code §38- 2-39.
 2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3 .
- D. Procedures for Processing Orders:**
The MDESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of AEPAAWV Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the MDESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the MSESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd St, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the AEPA WV Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

E. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MSESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers,, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non- profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

25. Wisconsin, Cooperative Educational Service Agency (CESA) #2

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page “piggyback” memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services
Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statutes Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

26. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)

IN addition to AEPA Terms & Conditions; Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions: PREFERENCES Wyoming Statutes provide for percentage preferences for items supplied by Wyoming resident bidders and for items produced or grown in the State of Wyoming. Preferences may not be applied when federal funds are involved. Preference will be given in accordance with W.S. 16-6-101, 16-6-102, 16-6-103, 16-6-104, 16-6-105, 16-6-106, 16-6-107, and 16-6-301, as amended. For bids involving federal funds please refer to W.S. 16-6-108. Please contact the Department of Workforce Services, Division of Labor Standards

Resident & Non-Resident VENDOR REGISTRATION REQUIREMENTS:

Secretary of State

2020 Carey Avenue

Cheyenne, WY 82002

Phone: (307) 777-7378 website: <http://soswy.state.wy.us/>

Department of Workforce Services

Division of Unemployment Insurance

100 W. Midwest

P.O. Box 2760 Casper,

WY 82602

Phone: (307) 235-3217

Public Works and Contracts: Vendor shall comply with all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii)

Procedure for Processing Orders

Upon bid award to the Contractors/Vendors, NEW BOCES will inform its members and other qualifying purchasers of the contract:

1) Website postings www.newboces.com under Cooperative Purchasing and Home Page. Includes but not limited to News & Announcements, Approved Vendors, Flyers, and Online Ordering. Available catalogs from Vendors must be provided for customer online ordering.

2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.

3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members. 4) Attend WY Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors.

A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor. When a member or other qualifying purchaser identifies a product or service for procurement the AEPA/NEW BOCES contract prices shall be quoted for the purchase to each qualified buyer. Membership Names are for creating an Active Membership list for NEW BOCES Cooperative Consumers for verification to Vendors for approved price discounts. Contact information is not shared or sold it is for updates and proper communication.

(No other Cooperative shall be offered or used by Contracted Vendors of NEW BOCES)

The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.

Administrative/Marketing fees will be payable to NEW BOCES on the 15th of the month following each quarter and all checks are payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716.

C. Members Purchasing Under NEW BOCES

NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. All K-12 school districts, Community Colleges, Child Development Centers, Residential Child Care Institutions, Utah Educational Service Agencies, all Non-Profits and all Municipalities are eligible to participate in NEW BOCES cooperative purchasing programs. "Agencies" means Wyoming counties, municipal corporations, school districts, community college districts, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe,

the business council of the Northern Arapaho Indian tribe, joint powers boards formed pursuant to this act or special districts specifically involved in providing facilities or functions enumerated in W.S. 16-1-104(c); No member user is obligated to use these services, but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of

individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter- in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)



There are number of levels of authority that must take action during the entire procurement process and within each of these levels there are a number of checks and balances. Therefore, CES has made the determination, as it relates to complying with the Campaign Contribution Disclosure requirement, that even though the individuals listed below do not fall within the definition “**Applicable public official**” as defined in 13-1-191.1 NMSA 1978, in order to ensure that CES is in compliance with the intent of the requirements, the following have been identified as Name(s) of Applicable Public Official(s) if any that must be identified:

<u>Position</u>	<u>Representative</u>	<u>Member</u>
<u>President</u> , Region I	Kirk Carpenter	Aztec Municipal Schools
<u>President Elect</u> , Region VI	Dwain Haynes	Eunice Municipal Schools
Past President, Region VI	T.J. Parks	Hobbs Municipal Schools
Past President School Region I	Vernon Jaramillo	Cariño de los Niños Charter
Region II	Kim Mizell	Bloomfield Schools
<u>Secretary</u> , Region III Schools	Fred Trujillo	Pecos Independent Schools
Region IV	Richard Perea	Santa Rosa Consolidated
Region V	Marc Space	Grants-Cibola County Schools
Region VI	Aaron McKinney	Tucumcari Public Schools
<u>Treasurer</u> , Region VII	LeAnne Gandy	Lovington Municipal Schools
Region VIII	Brenda Vigil	Tularosa Municipal Schools
New Mexico Coalition of Charter Schools	Greg Ewing	Las Cruces Public Schools
	Matt Pahl	Executive Director
New Mexico Association of (ENMU-R) Community Colleges (NMACC)	Dr. John Madden	Two Year Community Colleges
New Mexico Coalition of Educational Leaders (NMCEL)	Stan Rounds	Executive Director
New Mexico School Boards Association (NMSBA)	Joe Guillen	Executive Director
New Mexico Public Education Department (NMPED)	Marian K. Rael	Acting Deputy Secretary
Commission of Higher Ed	Penny Garcia	ENMU



Part D - Questionnaire

AEPA IFB 019.5-B

Playground & Recreational Equipment

Instructions

Contained herein are forms and information required by AEPA during the IFB process. Please note, while some information is merely informational, some will be used during the evaluation.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Part D – Questionnaire – Name of Bidding Company**”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Bidding Company”:

Company Information

Service Questionnaire

Exceptions

Deviations

Company Information

Name of Bidding Company: _____

Company Address: _____

City, State Zipcode: _____

Website: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or, which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or, has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a: _____ public company _____ privately owned company

In what year was this business started under its present name? _____

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? _____ No _____ Yes. If yes, complete the following:

Date of Incorporation: _____

State of Incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Treasurer: _____

Name of Secretary: _____

Is this business a partnership? _____ No _____ Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? _____ No _____ Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? _____ No _____ Yes
 If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women owned? _____ No _____ Yes

Is this business minority owned? _____ No _____ Yes

Does this business have an Affirmative Action plan/statement? _____ No _____ Yes

Business Headquarter Location

Business Address _____
City, State Zipcode _____
Phone _____
How long at this address? _____

Business Branch Location(s)

Branch Address _____
City, State Zipcode _____
Branch Address _____
City, State Zipcode _____
Branch Address _____
City, State Zipcode _____
Branch Address _____
City, State Zipcode _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for 2016, 2017, and 2018 YTD in the United States by the various public segments.

	2016	2017	2018 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager				
Sales Manager				
Customer & Support Manager				
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				

Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email

Marketing Activities: Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2017- 2018 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

Cooperative Marketing: Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or, indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

Sales Training: Explain how your business will educate your salesforce staff on the AEPA contract including timing, methods, etc.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered**:

Selection Criteria for Independent Providers: Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

Current Subcontractors, Distributors, Installers, Etc.: Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Disclosures

Line of Credit Letter or Annual Financial Report (REQUIRED): Attach a letter from the business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2015, 2016 and 2017). This letter should state the line of credit as a range (i.e. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter. Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before February 28, 2019 at 1:30 ET.

Legal: Does this business have actions currently filed against it? _____ **No** _____ **Yes**

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this bid category?	Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes			
Colorado	Yes			
Connecticut	Yes			
Florida	Yes			
Illinois	No			
Indiana	Yes			
Iowa	Yes			
Kansas	Yes			
Kentucky	Yes			
Massachusetts	Yes			
Michigan	Yes			
Minnesota	Yes			
Missouri	Yes			
Montana	Yes			
Nebraska	Yes			
New Jersey	No			
New Mexico	Yes			
North Dakota	Yes			
Ohio	Yes			
Oregon	No			
Pennsylvania	Yes			
Texas	Yes			
Virginia	Yes			
Washington	No			
West Virginia	Yes			
Wisconsin	Yes			
Wyoming	Yes			

e-Commerce: Does this business have an e-commerce website? _____ **No** _____ **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

Does this business have online customer support options? _____ **No** _____ **Yes**

Does this business have a toll-free customers support phone option? _____ **No** _____ **Yes**

Does this business offer local customer and support service options? _____ **No** _____ **Yes**

Training: If applicable, does this business offer customer training for the products and services sold? _____ **No** _____ **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

Pricing:

Is your pricing methodology guaranteed for the term of the contract? _____ **No** _____ **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** _____ **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? _____ **No** _____ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** _____ **Yes**

Competitiveness: In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume? _____ **No** _____ **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** _____ **Yes**

If YES, identify which cooperative and the respective expiration date(s).

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Product Returns: Does your business have a return policy? _____ **No** _____ **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

Payment Terms: Will your business offer AEPA buyer's a quick pay discount? _____ **No** _____ **Yes**

If YES, what is the discount? _____ %Net

Leasing: Do your business offer leasing arrangements under this bid? _____ **No** _____ **Yes**

If Yes, please indicate the rate factor and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities of an AEPA Vendor Partner	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.		
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.		
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.		
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.		
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.		
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.		
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.		

8. Attend two (2) AEPA meetings each year (see Part A)		
9. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).		
10. Increase sales over the term of the contract with all participating AEPA Member Agencies.		

Exceptions

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this bid.

	No , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state or federal laws cannot be accepted under this bid.

	No , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
	Yes , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA IFB 019.5-B

Playground & Recreational Equipment

Instructions

Contained herein are forms that require a signature from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E - Signature Forms - Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

AEPA does not allow electronic signatures.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E - Signature Forms - Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – **signature required*

Bid Affidavit – **signature required*

Acceptance of Bid & Contract Award – **signature required*

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency 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, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All bidders submitting proposals must complete this EDGAR Certification form regarding the bidder’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Bidder will certify its agreement and ability to comply, where applicable, by having the bidder’s authorized representative check, initial the applicable boxes, and sign the acknowledgement at the end of this form. If a bidder fails to complete any item of this form, AEPA will consider and may list the response, as the bidders is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the bidder using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding bidder default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the bidder and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the bidder. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay bidder for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the bidder’s return policy. If the participating agency has paid the bidder for goods and services provided as the date of termination, bidder shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the bidder, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Bidder agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and bidder agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, bidder agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, bidder shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, bidder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, bidder shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Bidder agrees that, for any purchase to which this requirement applies, the award of the purchase to the bidder is conditioned upon bidder's acceptance of wage determination.

Bidder further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that the bidder is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the bidder if bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, bidder agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, bidder agrees that the total price, including profit, charged by the bidder to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the bidders contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, bidder agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Bidder Certification (By Item)	<u>Bidder Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name

Date

Bid Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Bidder is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other bidder, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____

Notary Public in and for County of _____ State of _____

My commission expires on _____ Signature _____



Enter Notary Stamp



Acceptance of Bid & Contract Award

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	_____	Date	_____
Address	_____	City, State Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2020, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)		Or May 1, 2019

Bid Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this IFB. Bid **submissions not following the specified/required format may result as being marked non-responsive and may not be considered for evaluation.** Bidders are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the IFB deadline submission date.

"X"	Document Title, Uploaded to Public Purchase (Bidder must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Oakland Public Schools by due date and time.	Send to Oakland Public Schools.
	Part C – State Specific Forms – Name of Bidding Company	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – Name of Bidding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Bidding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Bidding Company	Excel Workbook	Required.
	Exhibit A – Annual Report/Letter of Credit – Name of Bidding Company	*See Note Below	Required. Not provided by AEPA, Bidder Created
	Exhibit B – Marketing Plan – Name of Bidding Company	Scanned PDF	Optional. Not provided by AEPA, Bidder Created
	Exhibit C – Warranties, Additional Services – Name of Bidding Company	Scanned PDF	Optional. Not provided by AEPA, Bidder Created
	Exhibit D – Additional Discounts – Name of Bidding Company	Scanned PDF	Optional. Not provided by AEPA, Bidder Created

*An attached letter of line of credit from the Bidder’s chief financial institution is required unless the company is publicly traded. If the company is publicly traded, a complete Annual Financial Report from the most recent year is REQUIRED. Scan the Letter of Line of Credit and/or Annual Report into a PDF document and title as per the instructions in Document Development above. Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before February 28, 2019 at 1:30 ET.

<u>Customer Name</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>PO #</u>	<u>Item #</u>	<u>Item Description</u>	<u>Manufacturer #</u>	<u>Qty</u>	<u>Extended Advertised Price</u>	<u>Extended AEPA Price</u>	<u>Savings</u>
----------------------	-----------------------	-------------	--------------	------------	-------------	---------------	-------------------------	-----------------------	------------	----------------------------------	----------------------------	----------------

Total Purchases

Total Administrative Fee