

**PART A -
Instructions and General Terms and Conditions
AEPA SOLICITATION #023.5-B Playground and Recreational
Equipment**

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until: **February 28, 2023 at 1:30 p.m., ET**

Each package consists of multiple parts:

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

All offers must be submitted online via the Public Purchase website by the due date and time listed above. AEPA solicitation 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 offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 29 states including California, Colorado, Connecticut, Florida, Georgia, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found in Part B for each category.

Solicitations will be opened online on **February 28, 2023 at 1:30 p.m., ET**

Bid & Contract Timeline:

January 16, 2023	Release of IFBs
February 6, 2023	Pre-Solicitation Conference Call (optional)
February 16, 2023	Deadline for questions from Respondents
February 28, 2023	Deadline for Submittals and Reading via Public Purchase
March 20, 2023	Opening Record posted on the AEPA website, www.aepacoop.org
April 25-26, 2023	AEPA Approval of Offers
May 2023	Vendor Partners submit required documentation to AEPA Agencies
	Initial contract term–See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

Part A – Table of Contents

I.	ABOUT AEPA.....	2
II.	SOLICITATION PROCEDURE.....	4
	A. ISSUING AGENCY	4
	B. QUESTIONS.....	5
	C. RESPONDENT QUALIFICATION.....	5
	D. BID/PROPOSAL SECURITY.....	5
	E. SOLICITATION SUBMITTAL.....	6
	1. Preparation of the Response.....	6
	2. Document Development.....	6
	3. Solicitation Transmittal.....	7
	F. SOLICITATION EVALUATION, APPROVAL, AND AWARD.....	7
	G. CONTRACT AWARD AND IMPLEMENTATION.....	9
III.	RESPONSIBILITIES OF A VENDOR PARTNER	9
IV.	RESPONSIBILITIES OF AEPA MEMBER AGENCIES	10
V.	GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES.....	10

I. About AEPA

Welcome to The Association of Educational Purchasing Agencies (AEPA) annual solicitation. AEPA is a unique school procurement consortium established in 2000 and incorporated in 2007 under the state laws of Nevada. We are a consortium of non-profit public agencies representing twenty-nine (29) states. We joined to issue simultaneous Invitations for Bids (IFB), or Request for Proposals (RFP), generating sales for vendor partners in all fifty (50) states. AEPA’s mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members’ expectations for customer service and value. AEPA is committed to accomplishing this mission lawfully and ethically, using leading-edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid or proposal that is legally performed across as many as 29 states, which have the potential to sell nationwide. You are working with up to 29 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a multi-million-dollar procurement group through our current awarded vendors and are growing.

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 solicited contracts (see the Summary of State Participation by Solicitation Category Table). Participating entities may include 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.

AEPA has an elected President, Vice President, Secretary, and Treasurer. Operations are overseen by the Executive Director. The AEPA Board representing member states meets twice per year and operates otherwise through a sophisticated committee structure.

AEPA Member Agency Information

State	Member Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	tedwitt@epylon.com	6,002,523
Colorado	Colorado BOCES Association	Ed Vandertook	vandertook@earthlink.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Tori Baxley	tori.baxley@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson	kbenson@cpa4schools.com	1,600,000
Indiana	Wilson Education Center	James Tyler	jtyler@wesc.k12.in.us	1,010,811
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltpp.org	1,887,316
Iowa	AEA Purchasing	Joni Puffett	joni@aeapurchasing.org	519,000
Kansas	The Purchasing Cooperative at Greenbush	Tina Smith	tina.smith@greenbush.org	478,749
Kentucky	Green River Regional Educational Cooperative	Scott Howard	scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Tricia McKim	pmckim@tec-coop.org	955,739
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lcsc.org	842,932
Missouri	EducationPlus	Steve Griggs	sgriggs@edplus.org	897,651
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	327,055
New Jersey	Educational Services Commission of	Anthony LaMarco	alamarco@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Robin Strauser	robin@ces.org	338,307
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	113,858
Ohio	Ohio Council of Educational Purchasing Consortium	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,854,180
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Mark Carollo	mcarollo@csiu.org	1,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I) dba Carolina Buy	Fred Payne	fred.payne@ca4i.org	787,000
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	Bart Powelson	bpowelson@kcda.org	1,074,464
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon	jhanlon@k12.wv.us	299,899

Wisconsin	Cooperative Educational Service Agency (CESA Purchasing) #2	Linda Leifker	linda.leifker@cesapurchasing.org	854,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Nita Werner	nwerner@newbooces.com	91,640

II. Solicitation Procedures

A. Issuing Agency

The great benefit to the Vendor is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Solicitations may be issued as an IFB or an RFP depending on the category of goods/services being solicited. Respondents to a solicitation will submit their response in the required formats (PDF, Word, Excel) of all files requested along with complete catalogs via Public Purchase, a free online bidding platform, by the published due date and time. Respondents selected in response to this solicitation have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students, with additional local government agencies as permitted by state law.

Each AEPA Member Agency will individually publish notice of the solicitation. Respondents will submit responses online, electronically via Public Purchase (www.publicpurchase.com). Instructions on registering for AEPA solicitations on Public Purchase can be found on the AEPA website, www.aepacoop.org. Responses will be evaluated by solicitation category 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 solicitation, 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 competitive procurement regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own solicitation, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. 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 solicitation, open each response, evaluate, and select). 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 solicitation, a cooperatively solicited contract may not be attractive to these members. **We request that Respondents respond with advantageous pricing and package so that together we can attract members to prefer the cooperatively awarded contract.**

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. Questions

All questions from Respondents must be submitted online through Public Purchase, AEPA will not accept questions in any other format during the solicitation process. All questions received during the solicitation process will be available via Public Purchase. All Respondents will be automatically notified through email when AEPA responds to a question asked by a potential respondent. It is the Respondent's responsibility to check Public Purchase for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

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

Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.

Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.

C. Respondent Qualifications

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

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited unless otherwise noted in Part B – Technical Specifications of the category being solicited. The Respondents 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 solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

If required, bids or proposals must be accompanied by a satisfactory security bond. **This will vary by the goods/services requested and will be noted in Part B, Technical Specifications for that category.**

If a security bond is required, a hard copy of the bid security must be in the possession of AEPA at Lakes Country Service Cooperative, on or before, the exact due date and time. Original copies of the security must be submitted to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Public Purchase. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.

An acceptable bid/proposal security will have the principal being the Respondent and the Association of Educational Purchasing Agencies listed as the Agency of Record. The Security may be a one-time bond underwritten by a surety company licensed to issue 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 security bond must remain in force for one hundred twenty (120) days of the solicitation opening.

E. Solicitation Submittal

1. Preparation of the Response

- a. The solicitation is published in multiple parts.
 - i. Part A contains the general terms and conditions that apply to all solicitations.
 - ii. Part B is the technical specifications or proposal request for the individual commodity or service requested.
 - iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
 - iv. 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 Respondent's offer. Some categories may contain additional Parts or Forms. All Forms must be uploaded before the published solicitation due date and time of opening.
 - b. All responses must be on the forms provided by AEPA for each solicitation found in Public Purchase unless otherwise noted. Respondents will submit all documents, in their required formats, online via Public Purchase by the due date and time of the solicitation.
 - c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents will result in the offer being deemed non-responsive.
 - d. In case of an error in extension of prices in the solicitation, unit prices must govern.
 - e. Periods of time stated as a number of days must be in calendar days, not business days.
 - f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
 - g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer 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 offer will be evaluated as a sample of data submission.
2. **Document Development:** Forms for this solicitation are published in Public Purchase, in Word, Excel, and PDF formats. Respondents 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 Solicitation Checklist. Respondents must scan and upload all documents to Public Purchase following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
- a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
 - b. **Part D – Questionnaire:** Complete the form provided. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company. Submit the form as one (1) individual form.

- c. **Part E – Signature Forms:** Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
- d. **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.
 - **Price Lists and/or Catalogs:** For catalog bids, PDFs of the Respondent’s most recent published catalog(s) or price lists must be included. Each PDF document must be titled as per the instructions.

3. **Solicitation Transmittal**

- a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Public Purchase, on or prior to the exact published due date and time.
- b. If a security bond is required, a hard copy of the security must be in the actual possession of AEPA at Lakes Country Service Cooperative, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537, on or before, the exact due date and time and a copy must be submitted via Public Purchase. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent’s name and address clearly indicated on the envelope or box. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
- c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted to Public Purchase and the AEPA website.

- F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, 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.

For IFB categories, approval of prospective Vendor Partners and recommendation of contracts will be made to the lowest responsive and responsible Respondent utilizing the criteria listed in Part B of the solicitation. As a reminder, AEPA recommends offers to Respondents. Final contract awards are subsequently made by individual AEPA Member Agencies.

1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers 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 solicitation.
 - c. Must substantially conform to all of the specified requirements in the solicitation 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 offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.
 - e. Deviations or exceptions stipulated in response may result in the offer being classified as non- responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent’s offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant

exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.

- f. In preparing a proposal, the Respondent'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 Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.
2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.
 3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Vendor Partner has:

- a. Submitted a responsive offer;
 - b. The qualifications stipulated in this solicitation, such as adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction;
 - c. A demonstrated and documented satisfactory track record of performance in the national marketplace;
 - d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government 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 solicitation;
 - f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.
4. **Cost Evaluation:**
 - a. Cost and price schedules conform to and provide the information required in Part B – Technical Specifications of the bid or proposal;
 - b. Pricing offered that is equal to or better than what they ordinarily offer 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;

- i. **Line-Item Bid:** Lowest responsive, responsible Bidder(s). Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs; or
- ii. **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 Respondents. 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. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.
- iii. **Proposal:** Identified weighted criteria for evaluation, including pricing, published in Part B of the solicitation.

G. Contract Award and Implementation

An AEPA category committee will perform initial response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Respondents 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 response, a Respondent becomes a "Vendor Partner" for AEPA.

All respondents will be notified of the outcome of the solicitation. Vendors recommended for award by AEPA states will be posted on the AEPA website.

Once the approved Respondents have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 29) 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's 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 a working knowledge of the contract.

2. Train and educate sales staff on what the AEPA cooperative contract promised, 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 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. Quarterly, 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. Report sales and administrative fees by participating state if requested by AEPA.
7. Have ongoing communication with the Category Committee 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 such as, 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. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.
 7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Vendor Partners.

V. General Terms and Conditions for All Agencies

For the purposes of this Solicitation, the following terms must be defined as indicated below, and constitute the general terms and conditions for all AEPA Member Agencies:

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 must be paid to each Member Agency quarterly. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner must 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 must 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 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 requests 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 in Part I of this document who are approved as AEPA members. Member Agencies participating in a particular category are listed in Part B - Specifications, Item 3: Anticipated Member Agency Participation. "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 a solicitation 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 Solicitation: A solicitation may be amended up to the time of opening.

Applicable Law: The laws of the state of the respective AEPA Member Agency must govern any resulting contract of this solicitation. 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, must fully apply. The Vendor Partner must 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 must 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 reserve the right to approve and award a contract to one Vendor Partner, to make multiple approvals and awards, to reject any or all offers in whole or in part, to waive any minor formalities or irregularities in any offers, and to accept offers, 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 Solicitation and Contract Award Form (see Form E) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract must 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 must be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies must not unreasonably withhold approval and must 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.

Respondent/Bidder/Vendor Partner Definitions:

Bidder, Respondent, 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 or Request for Proposal.

1. Prospective Respondent/Bidder/Offeror: has notified AEPA of a desire to bid by registering on the AEPA website. "Bidder" has submitted an offer to AEPA in response to an AEPA solicitation.
2. Recommended Respondent/Bidder/Offeror: 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.

Respondent Acceptance Period: To allow AEPA Member Agencies the opportunity to evaluate the offers, AEPA requires that an offer in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Performance Bonding (required for construction projects): Performance bonds are completed after the contract and at the time a member authorizes a project. The Vendor Partner agrees to provide all performance and payment bonds for individual projects 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 must not execute the contract or terminate the contract with the Vendor Partner and the appropriate AEPA Category Committee must be notified of such failure and must take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Respondent. Brand names and model numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which offers are submitted. Respondents may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the product, equipment, and/or service described in the invitation. AEPA's decision must 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 explanation only and in no way define, limit, or describe the scope or intent of the request.

Certification: By signature in the solicitation section of the Contract Award page, the Respondent certifies: the submission of the offer did not involve collusion or other anti-competitive practices; the Respondent must not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); the Respondent 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; and the Respondent 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, must be complied with, and adhered to as required. It is the sole responsibility of the Respondent 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 Respondent for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the solicitation. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Respondent. Clarification does not allow the Respondent to revise or modify its solicitation.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible to a wide population or set of businesses across the United States. It is made available to the general public, public or nonprofit entities 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, or are targeted to a small geographic location. The prices published in a Commercially Available Catalog will be considered a company's base pricing or "commercially available pricing" for the purpose of AEPA bids or proposals. All pricing must be in U.S. Dollars. AEPA will not accept an artificial catalog or price list, or base price created for the purpose of responding to a competitive solicitation.

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 must 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 pipelines; transmission line; radio, television or other towers; water, oil or other

storage tanks; 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 must 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 must 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 according to each state's procurement code must 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 Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract **will be equal to or better than** those offered to any individual entities or cooperatives that have equal or lesser volume. If the Vendor Partner must, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Vendor Partner must notify the AEPA category committee chairman and offer said prices, terms, warranties, and benefits to all AEPA Member Agencies. The following must be noted:

1. AEPA and its AEPA Member Agencies reserve the right to accept or reject the Respondent's offer if it is determined it does not comply with the above based on their knowledge, investigation, review, and findings of Respondents' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies must 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 the 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 Preparation: Neither AEPA nor any AEPA Member Agency must reimburse the cost of developing, presenting, or providing any response to this solicitation.

Credit Hold: The Vendor Partner 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 believe 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 solicitation category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify the 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:** must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB

- Destination), 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 the separation of the purchased share has been made, delivered, and received.
 5. **Shipping Terms:** (See Part B Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner must retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges must be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping must be FOB destination. The Vendor Partner must 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 must assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
 - 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 Partnerships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
 6. **Stored Materials (vendor managed inventory):** 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 the 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 the property of the Buyer and be separated from other materials. The 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 must be the Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials, and equipment must pass to Buyer upon final acceptance. Payment for stored materials must 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) must be liable for and must 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 must constitute a breach, and Vendor Partner must not have the right to substitute a conforming tender without the written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner must 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 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 Respondent's proposal may result in the 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. If within the past five (5) years, any Respondent has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Respondent must include a letter with its response that includes 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 solicitation section, the Respondent certifies that no current suspension or debarment exists.

EDGAR (2 CFR 200) Compliance: Respondents are 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 provide 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: Specifications of this solicitation, AEPA, and AEPA Member Agencies have indicated their anticipated volume for the products and services requested. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities since 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: it has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Respondent 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 reserve the right to accept or reject an offer if, in its judgment, the Respondent 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 (unless otherwise noted 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 Respondent's record of conforming to specifications and standards of good workmanship; the Respondent's record of containing and forecasting costs on any previously performed cost-reimbursable contract schedules, including the administrative aspects of performance; the Respondent's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent'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 establishments 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. 329 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 worksite and submit a copy of their payroll to the AEPA Member Agency for their files. Also, 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 an 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, Vendor Partners must agree to meet any federal, state, or local requirements, as necessary. Also, 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 must 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 must 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 must be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and must 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 must 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 must notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation must be the published solicitation, the awarded Vendor Partner's response, and properly issued purchase orders and/or contracts in accordance with this solicitation. If a firm submitting an offer requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with these.

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, must 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.

Historically Under-Utilized Business: An "Historically Under-Utilized Business" (HUB) is a category for companies that have traditionally failed to reap the benefit from full and equal procurement opportunities. Typically, these types of companies may include women-owned, disabled veteran-owned, and minority-owned businesses or operations defined as small business, micro businesses, or businesses operating in enterprise zones. For the purpose of the IFB, a Bidder opting to offer a HUB program, may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play; however, the Bidder must ensure that the partner-authorized HUBs provide a "Commercially Useful Function." As it related to HUB businesses, a "Commercially Useful Function" (CUF) is work that is integral to sales, delivery, or supply-chain solution, and not a mere façade for the pass through of goods. Examples of HUB work that qualify as a Commercially Useful Function include instances when HUBs:

- Execute a specific element of the scope of work including supplying of goods and services.
- Provide services work that is normal for the firm's assortment of business services.
- Are fully or partially responsible for paying for wholesale materials, conducting sales, installation of products, delivery of products.
- Do not subcontract a portion of the work greater than expected by industry practices.
- Act as resellers, buying products wholesale from the awarded Vendor/Contractor.

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 must 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 must 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 state's requirements.

1. **Certificate of Insurance:** The Vendor Partner must 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 Agencies' states participating in this solicitation.
2. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor must 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 must 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 must be held invalid or unenforceable, the remainder of this solicitation and any resulting contract must not be affected and must be valid and enforceable.

Late Responses: Late responses will not be accepted. All offers must be submitted online via Public Purchase by the due date and time of this solicitation.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease, or lease-purchase. The buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will comply with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the offer, 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 must 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 Respondent'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 Respondent/Vendor Partner to ensure that any Subcontractors performing under this solicitation hold and maintain the appropriate licenses/registrations. The Respondent 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 must 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 Respondent is a bona fide manufacturer's agent for the specific products/services proposed, the Respondent is authorized to submit an offer on such products/services, and a guarantee that, should the Respondent 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. Respondents of software, mechanical devices, electrical products/systems, and other commodities that makeup systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner must 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. 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 must 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, an 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. The buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, price list, 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). The vendor Partner must 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, price list 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. The vendor Partner must provide the transaction and volume reporting as stipulated quarterly in the AEPA report format.

3. **Electronic Ordering**

When a Vendor Partner based online ordering system is available, the following functionality is required:

- a. Electronic ordering systems must be secure, and password protected. Entering the system with the designated password must automatically send the user to AEPA contract pricing.
- b. When the Buyer requires purchase orders, electronic ordering system must require the entry of a purchase order number, credit card, or purchasing card prior to accepting an order.
- c. Electronic ordering systems must automatically assign correct contract prices to applicable orders.
- d. Electronic ordering systems should list catalog price and AEPA discounted price.
- e. Electronic ordering systems must track orders and purchases covered by the AEPA contract for reporting and audit purposes. The vendor Partner must provide the transaction and volume reporting in the AEPA format.
- f. Electronic ordering systems' pricing must include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.

- g. Electronic ordering systems should 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 must 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 must 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 must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggyback 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: AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid or proposal 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, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Respondent/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 relates to pricing:

1. **Primary Pricing Strategies for Bids:** All Respondents 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, or Proposal (RFP) pricing as defined in Part B, solicitation specifications. Respondents are also encouraged to offer OPTIONAL pricing strategies including short term pricing discounts/incentives 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 Respondent offers a fixed discount(s) off the 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 Respondent and in conformity with the scope of the solicitation.

- i. **Discounts:** Discount offers must clearly identify the percent of discount to apply to a commercially available catalog, manufacturer, manufacturer's suggested retail price (MSRP), retail, or nationally published price lists. Respondents must identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Respondents must 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 must be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, newly published pricing, or price lists, but the original discount bid must remain firm for the duration of the contract. New catalogs/products must conform to the scope of the solicitation.
 - iii. **Core List:** In a Catalog Priced solicitation, 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 are published during the contract term, the original discounts must be applied to the newly 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 Respondent 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 must be firm until each anniversary date of the contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers must include prices for any and all items.
 - ii. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may request adjustments to the prices by submitting a fully documented written request to the AEPA Category Committee Chairperson. 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 Category Committee.
 - 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 a price adjustment to AEPA Category Committee for review and approval by the committee. 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 upon approval.

- 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 Category Committee. Requests should be submitted to the AEPA Category Committee for review and written approval.
- c. **Automated System for Pricing (ASP):** The method consisting of an ASP and/or software application (e.g., RSMeans) 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 RSMeans 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. 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, offers the best value, and the most cost-effective solution.

- ii. All quotes must be made available upon request.
- iii. The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
- iv. 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 based solicitations only, see Part B for category designation):** Respondents are encouraged to offer Customized Price Lists (Catalog solicitations ONLY), as well as short term pricing reductions/incentives and volume discounts as follows:

- a. **Customized Price List:** Respondents are encouraged to offer customized price lists to Participating Entities for items within the Vendor Partner's Commercially Available Catalog for Catalog solicitations ONLY (not pertinent to Line-Item Bids). Customized price lists must be allowed under the following conditions:
 - i. 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 must 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. **Short Term Pricing Reductions/Incentives and Regional Promotions:** Respondents are invited, at their option, to offer a selection of products/services at greater discounts than those listed in the standard catalog or core list discounts. Special time-limited reductions are permissible under the following conditions:
 - i. The price reduction is for a specific period, no less than thirty (30) days.
 - ii. The reduction/incentive may be used to discount and liquidate close-out and discounted products/services if those items are clearly labeled as such.
 - iii. The original price for products/services is not exceeded after the time limit.
 - iv. The AEPA Category Committee and any affected AEPA Member state must be notified of any special or time-limited price reduction.
 - v. New prices must be on record fifteen (15) days prior to any offer of the new priced being proposed or offered to AEPA Member Agencies and Participating Entities.
 - vi. Pricing for all items must be submitted to all affected AEPA Member Agencies in an electronic format so that specials can be posted to websites, emailed, and shared with Participating Entities/Buyers.
- c. **Volume Price Discounts:** Respondents 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 must 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.

3. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a “not to exceed” project quote to the purchasing Agency for work approval.

Prime Vendor Partner: For the purpose of this solicitation, 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 Respondents/Vendor Partners 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 Respondents able to provide their complete product line(s) of commodities, supplies, equipment, software, and services that meet the scope of work and specifications of this solicitation. Respondents 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:** Offers must be for equipment on which the original manufacturer’s serial number has not been altered in any way.
3. **Current Products:** All offers must 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:** Respondents 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 offers 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 Respondent 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, Respondents are encouraged to offer alternative products that they believe to adhere to and comply materially, functionally, and operationally equal to or better than the brand name product specified. **Any Respondent believing a specification is unnecessarily restrictive, must indicate such in the form of a question during the solicitation process and prior to solicitation 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 Respondent 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 offer.
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, must be: of 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, and Price Lists: Respondents must 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 response. Throughout the term of the contract, Vendor Partner(s) must 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 Respondent 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 all legal actions will follow AEPA policy and as outlined in Part E, 13. Governing Law; Forum Selection.

1. **Procurement Phases:** AEPA's solicitation process is broken down into three (3) phases. Any Respondent 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 must file their protest with the AEPA representative indicated below.
 - a. **Solicitation 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 solicitation due date and time).
 - b. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending, and approving Respondents to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through the 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 must 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 must be indicated; and
 - f. The form of relief requested.
3. **Protest Submittal:** Protester must submit the solicitation 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. Solicitation Due Date: Knows or should have known the basis of the protest upon the solicitation due date or ten (10) days after the due date, send a protest to Solicitation Committee (bid-committee@aepacoop.org).
 - b. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the solicitation category approval, send a protest to the Category Committee (bid-committee@aepacoop.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 a protest to Individual AEPA Member Agency; see AEPA Member Agency information sheet.
4. **Protest Resolution:** Protest must be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. AEPA intends that all solicitation protest decisions from the point a solicitation has been published through contract approval or rejection will be resolved by AEPA. 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 must be responsible for the reasonable and justifiable costs of the protest. The protest costs must 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, Respondents 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 solicitation. These provisions of law and any clause required by law that is associated with and relates to this solicitation and any resulting contract will be read and enforced as though it were included herein.

Public Purchase: An easy-to-use platform that provides Respondents 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 offers submitted to this invitation become the property of AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. The Opening Record will be posted to the AEPA website (www.aepacoop.org).

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

1. From the time the solicitation is published until the deadline for questions for Respondents, questions should be submitted online via Public Purchase.
2. Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.
3. Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.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.

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 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 representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted solicitation response including, but not limited to, clarifying questions. Respondents may be requested to submit such answers in writing but will not be allowed to change or alter their offer.

Safety Measures: Vendor Partners must take all necessary precautions for the safety of employees on the worksite, and must 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 must post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions must 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 must 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 must 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 the 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, the 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 must survive the expiration or termination of the Contract. All purchase orders issued and accepted by Vendor Partner must survive expiration or termination of the Contract.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing must 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 must be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Solicitation and Contract Award (Form B). The contract must continue in accordance with the dates stipulated in the solicitation and Timeline schedule located in Part A of this solicitation unless terminated, canceled, 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, or a contract expires, a Member Agency reserves the right to offer an extension 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 must 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," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must 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 SOLICITATION 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

solicitation). Any termination must not affect 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 must 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 must 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 must 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 must 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 must not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner must 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 must 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;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. 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 solicitation and executed in accordance with the 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 a court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available must be accepted by the Vendor Partner and must be final.

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

Trade-in Equipment: Equipment for trade-in must 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 must 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 solicitation and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Solicitation: Due to the various types, kinds and levels of products and services solicited by AEPA in its solicitations; 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 solicitations, AEPA has established the following types of solicitations.

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.
3. AEPA also uses Request for Proposal (RFP) for certain service/goods categories in accordance with AEPA bylaws and procedures.

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

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 must 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 must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to 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 #023.5-B PLAYGROUND & RECREATION EQUIPMENT Part B – Technical Specifications

Table of Contents

1.	Scope of Bid	1
2.	Type of Bid	3
3.	Anticipated AEPA Member Agency Participation	3
4.	Anticipated Volume	4
5.	Voluntary Pre-Bid Conference Call	4
6.	Glossary of Terms and Abbreviations	4
7.	General Specifications	5
8.	Product Category Specific Specifications	8
9.	Pricing – See Pricing section in Part A – General Terms & Conditions for details.....	26
10.	Evaluation	29

1. Scope of Bid

AEPA is seeking qualified, experienced contractors, distributors and manufacturers who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating AEPA Member states (up to 29) in the category of Playground and Recreational Equipment.

- a. Upon IFB submittal, **AEPA requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars (\$25,000)** in response to this IFB. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010. A hard copy of the bid security must be in the possession of AEPA at Lakes Country Service Cooperative, on or before, the exact due date and time. Original copies of the security must be submitted to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent’s name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Public Purchase. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
- b. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars (\$25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to AEPA Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the AEPA Member or Participating Entity at contract execution. Copies of the bonds must be provided to AEPA within five business days of the Contractor’s receipt of the AEPA purchase order.
- c. Respond to request from a number of different types of educational, governmental and public institutions seeking playground and recreational equipment, play and waterpark structures, shade and shelter structures, site furnishings and early childhood aides for teaching perception and motor skills.

- d. Equipment, parts and supplies will include but are not limited to:
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. Site Furnishings - A complete and comprehensive catalog of all site furnishings such as, but not limited to, benches, picnic tables, planters and other related site furnishings available from the Offeror.
 6. Early Childhood Aides - A complete and comprehensive catalog for indoor and outdoor playground games, nature themed playground elements, interactive play equipment, playhouses, cottages, tables, benches, etc.
 7. 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 products offered must be considered new, unused, of the latest design and technology and from the most current and popular product lines available.

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.

Playworld Systems	Poligon
Little Tykes	Soft Play
Landscape Structures	Aquatix Water Parks
American Ramp Company	Kompan
Game Time	Park and Recreation Solutions
Play and Park Structures	Playcraft Systems
Spohn Ranch, Inc	Adventure Playground Systems
PTI Sports and Recreation Construction	American Parks Company
Berliner Seilfabrik Play Equipment	Child's Play
Comm Fit Lp	Kaplan Early Learning Company
Playground Shade and Surfacing Depot	Playwell Group
Vortex Aquatic Structures	Miracle Recreation Equipment Company
BCI Burke Co, LLC	Big Toys
Dynamo Playgrounds	Kidstuff Playsystems, Inc

Playmart, Inc	Playtopia, Inc
UltraPlay Systems	Evolution
Rampage Skatepark Equipment	Aquatic Development Group
Empex Watertoys	Water Odyssey

AEPA and Member Agencies prefer a comprehensive array of products. However, because of the unique nature of Playground and Recreational equipment products, AEPA Member Agencies will consider multiple awards.

2. Type of Bid

AEPA requests Bidders to submit primary pricing in the form of either “catalog pricing,” and or “line-item pricing.” This category is constructed in the form checked below. An explanation of each can be found in the table below. Additional information on permissible pricing strategies can be found in Part A – General Terms and Conditions under “Pricing.”

This bid is considered a:

YES	NO	TYPE OF BID
X		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.
X		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 Vendor Partner 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?	Other States Member Sells In
California	yes	AZ, NV
Colorado	yes	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	yes	
Illinois	No	
Indiana	Yes	
Iowa	Yes	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	No	
Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	Yes	
New Mexico	Yes	
North Dakota	Yes	
Ohio	Yes	

State	Participate?	Other States Member Sells In
Oregon	Yes	
Pennsylvania	Yes	DE, HA, MD, NY
South Carolina	Yes	NC
Texas	Yes	
Virginia	Undecided	
Washington	No	AK, ID
West Virginia	Yes	DC, 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 Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

4. Anticipated Volume

Playground and Recreation Equipment is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$3 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). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call

AEPA will host a voluntary pre-bid conference call 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-Solicitation Conference Call Schedule – **February 6, 2023**

Solicitation	Eastern	Central	Mountain	Pacific
023.5 – B Playground & Recreational Eqpt	3:00 p.m.	2:00 p.m.	1:00 p.m.	Noon

Conference Call Number/Online Connection:

Meeting Link

<https://us02web.zoom.us/j/81101108191?pwd=Wm8vY111VnUzZGYxRXFLc1pxRWJBUT09>

Meeting ID: 811 0110 8191

Passcode: YtR66K

Dial In Information: +1 929 436 2866 or +1 301 715 8592 or +1 305 224 1968

Meeting ID: 811 0110 8191

Passcode: 400351

6. 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>
- F. CPSIA - Consumer Product Safety Improvement Act https://www.cpsc.gov/s3fs-public/pdfs/blk_pdf_cpsia.pdf
- G. Reference Specifications
 - 1. ASTM F963-17 – Standard Consumer Safety Specification for Toy Safety
 - 2. ASTM F1148 Standard Consumer Safety Performance Specification for Home Playground Equipment
 - 3. ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment
 - 4. ASTM F1487 Consumer Safety Performance Specification for Playground Equipment for Public Use
 - 5. ASTM F1918 Standard Safety Performance Specification for Soft Contained Play Equipment
 - 6. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
 - 7. ASTM F2049 Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas
 - 8. ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
 - 9. ASTM F2223 Standard Guide for ASTM Standards on Playground Surfacing
 - 10. ASTM F2373 Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months
 - 11. ASTM F2479 Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing
 - 12. ASTM F2334 Standard Guide for Above Ground Public Use Skate Park Facilities
 - 13. ASTM F2480 Standard Guide for In-ground Concrete Skate Park
 - 14. ASTM F2698 Standard Guide for Fences for Above-Ground and In-ground Skate Park Facilities
 - 15. ASTM F2376 Standard Practice for Classification Design Manufacture Construction and Operation of Water Slide Systems
 - 16. ASTM F2461 Standard Practice for Manufacture Construction Operation and Maintenance of Aquatic Play Equipment
 - 17. ASTM F3351-19 Standard Test Method for Playground Surface Impact Testing in Laboratory at Specified Test Height
 - 18. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 - 19. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastom
 - 20. U.S. Consumer Product Safety Commission, Publication 325, Handbook for Public Playground Safety

7. General Specifications

Item	Description
7.1.1	The Vendor Partner will have access to a full inventory of the awarded product line.
7.1.2	The Vendor Partner is encouraged to maintain a minimum annual overall average fill rate of 85% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level. Exceptions will be approved with notification of supply disruptions.
7.1.3	Vendor Partners must be a manufacturer’s authorized sales and service dealer for all proposed equipment, replacement parts, software, etc. An authorized sales and service dealer is defined in this

Item	Description
	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 Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
7.1.4	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.
7.1.5	If the Vendor Partner intends to utilize independent agents, distributors, subcontractors to perform and provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any associated costs with these providers.
7.1.6	Optional services must be identified and must include clear descriptions of proposed services.
7.1.7	Vendor partners will be required to provide their complete product offerings in an electronic catalog. Vendor Partner will also be required to provide the URL to electronic catalog if available.
7.1.8	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and list of items. Cartons to be identified by AEPA Member/customer, purchase order number and vendor name.
7.1.9	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.
7.1.10	All products sold by the Vendor Partner can be new or refurbished by request. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.
7.1.11	Products that have a money back guarantee will be clearly identified in the catalog and on the web site if applicable.
7.1.12	Vendor Partner has the option to offer private label products. Vendor Partner 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.
7.1.13	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost associated to the returned product(s), without a re-stocking fee due to a pricing error.
7.1.14	Vendor Partner shall provide a Manufacturers Safety Data Sheet (MSDS) for all items sold, as applicable.
7.1.15	All equipment will conform to the most recent American Disabilities Act (ADA) regulations, Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM) and International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications.
7.1.16	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.
7.1.17	Assisting 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.
7.1.18	Assist 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 and in compliance with current local, state, and federal standards.
7.1.19	Upon request, 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.
7.1.20	Provide, if requested, AEPA Members with necessary design and construction services, demolition, site preparation, ADA requirements, and installation of all equipment.

Item	Description
7.1.21	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.
7.1.22	Upon request, provide the labor, equipment, supplies and materials to inspect existing facilities and make any maintenance and repairs required to bring the facility into good working order.
7.1.23	Provide a variety of manufacturers' playground, water park and recreational equipment, structures and fixtures to meet the needs of AEPA Members. Such products may include but is not limited to playground equipment; play structures; surfacing under playgrounds and equipment; water related play areas (splash pads, water cannons, rain trees, water buggy, etc.); sun shade structures, park tables, chairs, benches, litter receptacle, planters, etc.; other recreational structures and fixtures (bike racks, tennis court equipment, outdoor nets, standards, backstops, etc.).
7.1.24	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. All material shall be guaranteed to the extent that: a. Installed in accordance with the manufacturer's specifications. b. Will perform as specified per the manufacturer's specifications. c. Warranty per the manufacturer.
7.1.25	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 Member 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 Member State Building Codes.
7.1.26	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.
7.1.27	The Proposer must be willing and able to demonstrate its knowledge, understanding and experience dealing and working with drawings, specifications and general provisions, construction and related trades and utilities work which may be part of any recreational project.
7.1.28	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, preparation 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 AEPA Member's requirements.
7.1.29	The Proposer is responsible for ensuring that the design, construction drawings, and manual clearly indicate, identify and communicate the products, services and testing requirements that must be provided for site preparation, public utilities, sub-base-works, drainage systems, concrete and asphalt base-works, and surfaces that comply with AEPA State Building Codes.
7.1.30	If only providing products, the Proposer must provide the AEPA Member with construction and installation plans and guidelines, requirements, and recommendations for the site preparation sub-base and surfacing requirements.
7.1.31	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 AEPA Member immediately in writing stating what is not acceptable and how the determination was made.
7.1.32	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 it responsibility. Copies of such agreements shall be provided to AEPA Member prior to a purchase order being issued.
7.1.33	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

Item	Description
	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.

8. Product | Category Specific Specifications

Item	Description
Lot 1	Playground Equipment General
8.1.1.	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. Equipment must conform to as required to CPSC, CPSIA, ADA, and ASTM standards.
8.1.2.	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.
8.1.3.	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.
8.1.4.	Indoor play equipment: <ol style="list-style-type: none"> 1) If a wood product, solid, hard maple, is preferred. 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. <p>All lacquered or painted surfaces must be guaranteed as "safe for children's toys".</p>
8.1.5.	Outdoor Play Equipment <ol style="list-style-type: none"> 1) Steel pipes on outdoor playground equipment, must be galvanized throughout. All ferrous metals must be either painted, galvanized, power coated paint, or treated to prevent rust. 2) Wood used in outdoor active play equipment can either be cedar, pine or redwood. <ol style="list-style-type: none"> a. All wood should be stained and sealed. b. The pine to be pressure treated. c. If you offer some other woods, explain why they meet or exceed the quality of cedar, redwood or pine. d. Creosote, pentachlorophenol (PHP) should not be used to treat wood. Arsenic-treated wood (the least acutely toxic) should meet the e. American Wood Preservers' Association. commodity standard. Copper and zinc naphthenates may be used to treat wood. f. All outdoor metal and wood components should have a minimum 10-year manufacturer standard warranty.
8.1.6.	Complete instructions for installing outdoor play equipment must be provided to the AEPA Member.
8.1.7	Fasteners <ol 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.

Item	Description
Lot 1	Playground Equipment General
	7) Any parts requiring lubrication should have easy access or be self-lubricating.
8.1.8	Metal Surfaces 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.
8.1.9	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.
8.1.10	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.
8.1.11	The following are intended to establish minimum standards for Quality and Safety of products: 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 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. 3) As an alternate, equipment offered can 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.
8.1.12	The Proposer will provide installation instruction, site drawing, and drainage plans by a licensed professional for AEPA member to be used by the installer of the play equipment installer. To include but not limited to: 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.
8.1.13	All components of a playground system offered must meet or exceed all of the standards and specifications specified herein and shall have warranties. 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

Item	Description
Lot 1	Playground Equipment General
	<p>(5) or more years.</p> <ol style="list-style-type: none"> 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 10-year warranty. 5) Stainless steel slides; PVC-coated metal decks; pipes, rails, loops and rungs will be guaranteed against corrosion, deterioration and/or workmanship for at least fifteen (15) years. 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. 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.
8.1.14	<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.
8.1.15	<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. 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.
8.1.16	<p>The following items are intended to establish minimum standards for and level of quality of materials requested.</p> <ol 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

Item	Description
Lot 1	<p style="text-align: center;">Playground Equipment General</p> <p>or powder coating.</p> <p>2) Hardware and Fasteners</p> <ol 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. <p>3) Metal Components</p> <ol 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). <p>4) Decks</p> <ol 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 ensure 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 molded products shall meet or exceed tensile strength of 2700 psi per ASTM D-638. f. High-density polyethylene parts shall be manufactured from material that is compression molded ¾” 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>5) Posts</p> <ol style="list-style-type: none"> a. Post lengths shall vary depending upon the intended use and shall be a minimum of 42” above the deck height. b. All posts shall be powder coated as specified. 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. d. Top caps for posts shall be aluminum die cast and powder coated to match the post color. e. Caps shall be factory installed and secured in place. 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. g. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a ¼” x 6” square 6061-T6 aluminum surface

Item	Description
Lot 1	<p align="center">Playground Equipment General</p> <p>mount plate and allow for 2" of protective surfacing. Posts shall be powder coated of a specified color.</p> <ul style="list-style-type: none"> 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. i. Bolt bracket holes shall be factory drilled where necessary for proper installation. Caps and columns shall be powder-coated to a specified color. 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. 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. l. All pipe bolts shall be extruded of 6061-T6 aluminum alloy that measures 1 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 1/2" standard fastener with a stainless-steel washer. <ul style="list-style-type: none"> 6) Rails and hand loops shall be manufactured from 1 1/8" O.D. steel tubing with a .120" wall. Exposed rails, loops and hand bars shall be protective coated. 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. 8) Clamps and Hangers <ul style="list-style-type: none"> 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. 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.

Item	Description
Lot 1	Playground Equipment General
	<ul style="list-style-type: none"> v. Units will have hot-dipped galvanized steel stakes with rounded heads. vi. Sections can be up to 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. <p>b. Concrete.</p> <ul style="list-style-type: none"> i. Meet or exceed local building code requirements.
8.1.17	<p>Signage</p> <ul style="list-style-type: none"> 1) Signs that attach to the play structures or that are freestanding are requested. 2) Must list the age for use of equipment. 3) Signs to be made from solid, two-color compression-molded, colorfast, U.V. stabilized high-density polyethylene. 4) Both sides may have lettering. 5) Freestanding signs will be mounted on powder coated posts. 6) Specialty signs for installation on playgrounds can be provided.
8.1.18	<p>Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.</p>
8.1.19	<p>Warranty</p> <ul 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 <ul 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: <ul 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 years viii. Outdoor wood components: 10 years ix. Safety surfaces: 5 years
8.1.20	<p>The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.</p>
8.1.21	<p>Playground Surfacing Materials</p>
8.1.21.1	<p>Tiles Surfacing Material</p> <ul 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, ASTM F3351, and ASTM F1487. 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.
8.1.21.2	<p>Loose-Fill Synthetic Material</p> <ul 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

Item	Description
Lot 1	Playground Equipment General
	<p>F1292, ASTM F3351, and ASTM F1487.</p> <p>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</p> <p>4) Must provide for drainage and does not deteriorate over time.</p> <p>5) The materials must be guaranteed for five (5) or more years.</p>
8.1.21.3	<p>Loose-Fill Engineered Wood</p> <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, ASTM F3351, and ASTM F1487.</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>
8.1.21.4	<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 style="padding-left: 20px;">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 style="padding-left: 20px;">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 style="padding-left: 20px;">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 style="padding-left: 40px;">i. 95% Standard Proctor Compaction (as per ASTM Test) is of critical importance.</p> <p style="padding-left: 40px;">ii. Stone for the base must be a homogeneous mix of ¾" stone down to fines and you need to achieve a 95% compaction.</p> <p style="padding-left: 40px;">iii. The minimum depth of the crushed stone base is 4".</p> <p style="padding-left: 40px;">iv. Crushed stone base must be fully contained.</p> <p style="padding-left: 40px;">v. A filter fabric is necessary for crushed stone bases only when tiles are installed.</p> <p>Must provide test results for impact attenuation in accordance with ASTM F1292, ASTM F3351, and ASTM F1487.</p>
8.1.21.5	Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
8.1.21.6	IPEMA certified: meets critical fall heights per ASTM F-1292, ASTM F3351, and ASTM F1487

Item	Description
Lot 1	Playground Equipment General
8.1.21.7	ADA compliant per ASTM F-1951 for playground surface accessibility
8.1.21.8	Training - The Bidder will provide as part on any contract with AEPA Member onsite training for the care and maintenance of the surfacing material.
8.1.21.9	<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> <p>4) IPEMA certified: meets critical fall heights per ASTM F-1292, ASTM F3351, and ASTM F1487.</p>

Lot 2	Waterpark General
8.2.1	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.
8.2.2	Systems can either be potable or recirculating systems.
8.2.3	Activities should be designed to stimulate children's imagination as well as their senses of sight, hearing, touch and creating anticipation and surprise.
8.2.4	The aquatic play products shall be suitable for installation in municipal and commercial aquatic facilities and public play areas.
8.2.5	The Proposer must be able to demonstrate that the proposed equipment is designed and developed to minimize the risk of injury to children.
8.2.6	Proposer must describe firms and manufacturer's products and services offered.
8.2.7	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.
8.2.8	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.
8.2.9	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.
8.2.10	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.
8.2.11	When safety standards (as listed above) differ, the more rigorous standard will be the preferred standard.
8.2.12	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.
8.2.13	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.
8.2.14	Signage for age appropriated activities.
8.2.15	Systems to monitor and control water quality.
8.2.16	Training on operation and maintenance for activates, features, equipment, and water quality at a minimum.
8.2.17	Spray Features should include both flush mounted sprays and standing spray components.

8.2.18	All access and decking shall comply with current A.D.A. standards.
8.2.19	Water Filtration System must be in compliance with AEPA Member State and Local Dept. of Health Standards, U.L certified.
8.2.20	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.
8.2.21	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.
8.2.22	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.
8.2.23	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.
8.2.24	Painted Finish: Shall be a polyester smooth glossy heat-cured powder coat that is UV and chemical resistant and suitable for public spaces.
8.2.25	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.
8.2.26	Lexan and Seeflow Polymers: 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.
8.2.27	Water Park Surfacing 1. Recommended for the following application. 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 I. Special Effects Ground Sprays 2. Concrete Decking 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

	<p>anchoring equipment.</p> <ol style="list-style-type: none"> 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 ensure 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. 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 <ol 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 <ol style="list-style-type: none"> A. Examination <ol style="list-style-type: none"> 1) 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. 2) 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 <ol style="list-style-type: none"> 1) 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. 2) 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 <ol style="list-style-type: none"> 1) Using a hand trowel, install material per surface manufacturer specifications. 2) Allow to cure for a minimum of 48 hours. 3) 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. 4) Do not allow foot traffic or use of the surface until it is sufficiently cured. D. Protection <ol style="list-style-type: none"> 1) Protect the installed surface from damage resulting from subsequent construction activity on the site.
8.2.28	<p>Safety:</p> <ol 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.

	<p>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.</p> <p>3) All products shall be designed in accordance with ASTM F1487, ASTM F-2461, and ASTM F2376 regulations for public playgrounds.</p> <p>4) Surface Water Saturation System must have positive drainage without standing water at any time.</p>
8.2.29	<p>Substitutions</p> <p>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.</p> <p>2) All substitutions shall be approved by the owner or owner representative.</p>
8.2.30	<p>Drawings and Instructions:</p> <p>1) Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.</p> <p>2) All product and installation drawings shall be stamped by an engineer that is licensed in the AEPA Member State.</p>
8.2.31	<p>Training: The Bidder will provide as part on any contract with AEPA Member onsite training for the operation, care and maintenance of the equipment.</p>
8.2.32	<p>Warranty</p> <p>1) All warranties will begin on the date of final acceptance by the 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> <ol style="list-style-type: none"> Labor and installation: 1 year A 25 Year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres, drains and plumbing. A 10 Year Warranty on the reinforced fiberglass skid, sand filter fiberglass tank and cartridge filter fiberglass tank. 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. 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. 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.
8.2.33	<p>The Proposer will have the equipment and installation certified by Recreation Certified Playground Safety Inspectors to determine compliance with the ADA, and CPSC.</p>

Item	Description
Lot 3	Skate Parks
8.3.1	Can be either be constructed in concrete or modular steel reinforcing or synthetic fibers.
8.3.2	<p>Concrete Skating Surface minimum requirements</p> <ol style="list-style-type: none"> To meet or exceed American Concrete Institute (ACI) ACI117 for concrete roughness and flatness for skate park design. Thickness: 4" with 6" thickened edges Aggregate: Small to Medium (3/4" maximum) Finish: Steel-Troweled Between Light Broom and Glassy Chemical Sealant

Item	Description
Lot 3	Skate Parks
	<ul style="list-style-type: none"> 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.
8.3.3	<p>Ramp Structure minimum requirements</p> <ul 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.
8.3.4	<p>Non-concrete Skating Surface minimum requirements</p> <ul 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.
8.3.5	<p>Bottom Edges minimum requirements</p> <ul 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.
8.3.6	<p>Coping and Rails minimum requirements</p> <ul 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.
8.3.7	<p>Ramps minimum requirements</p> <ul style="list-style-type: none"> 1) Outdoor ramps galvanized coated. 2) Indoor ramps black steel may be used but galvanized coated is preferred.
8.3.8	<p>Platforms and Railings minimum requirements</p> <ul style="list-style-type: none"> 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.
8.3.9	Fasteners to be tamper proof with rust preventative finish.
8.3.10	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.
8.3.11	<p>Drainage minimum requirements</p> <ul style="list-style-type: none"> 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.
8.3.12	Warranty

Item	Description
Lot 3	Skate Parks
	<ol style="list-style-type: none"> 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.
8.3.13	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
8.4.1	<p>Pre-engineered and prefabricated shelters and pavilions, conventional and waterless restrooms buildings, concession buildings, kiosks, gate houses, pool and aquatic buildings, etc. .</p> <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> a. Primary fasteners can either be carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel. b. Exposed and accessible hardware shall be tamper-resistant, requiring a special tool for removal to deter vandalism and theft.
8.4.2	<p>Warranty</p> <ol style="list-style-type: none"> 1) All warranties will begin on the date of final acceptance by the AEPA Member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. 4) Warranties will be the standard manufacturer warranty except for labor and installation.

Item	Description
Lot 5	Site Furnishings
8.5.1	<p>Site Furnishings to include but not limited to metal, wood, composite, fiberglass, polymer composite, precast concert benches and chairs tables, bicycle racks, planters, bollards, tree grates, water fountains, signage, waste receptacles, replacement components and parts etc.</p> <ol style="list-style-type: none"> 1) Structures can be from a variety of materials, including metal, wood, composite, fiberglass, reinforced concrete (GFRC) precast, and other materials suitable for outdoor use. 2) Finish <ol style="list-style-type: none"> 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), Standard Guide for Testing Coating Powders and Powder Coatings (ASTM D3451). 3) Products <ol style="list-style-type: none"> a. Structural steel products conform to ASTM A36/A36M, ASTM A500/A500M and ASTM A501/A501M.

Item	Description
Lot 5	<p style="text-align: center;">Site Furnishings</p> <ul style="list-style-type: none"> b. Structural Tubing conform to ASTM A500/A500M. c. Steel Pipe and Fittings <ul style="list-style-type: none"> i. Steel pipe must conform to ASTM A53/A53M, ii. Standard malleable iron fittings must conform to ASTM A47/A47M. d. Gray Cast Iron <ul style="list-style-type: none"> i. Gray cast iron must conform to ASTM A48/A48M Class 35 or better. ii. Provide castings manufactured true to pattern and component parts that fit together in a satisfactory manner. iii. Castings must be of uniform quality, free from blowholes, porosity, hard spots, shrinkage, distortion, or other defects. iv. Smooth castings must be well-cleaned by sand or shot blasting. e. Cast Aluminum <ul style="list-style-type: none"> i. Cast aluminum must conform to ASTM B26/B26M and ASTM B108/B108M. ii. Provide castings manufactured true to pattern and component parts that fit together in a satisfactory manner. iii. Provide castings of uniform quality, free from blowholes, porosity, hard spots, shrinkage, distortion, or other defects. iv. Smooth castings must be well-cleaned by sand or shot blasting. f. Aluminum Alloy Products <ul style="list-style-type: none"> i. Conform to ASTM B209M ASTM B209 for sheet plate, ii. ASTM B221M ASTM B221 for extrusions. iii. ASTM B26/B26M or ASTM B108/B108M for castings, as applicable. g. Anchors and Hardware <ul style="list-style-type: none"> i. Provide anchors, where necessary, for fastening site furnishings securely in place and in accordance with approved manufacturer's instructions. ii. Anchoring devices that may be used, when no anchors are otherwise specified or indicated, include anchor bolts, slotted inserts, expansion shields for concrete; toggle bolts and through bolts for masonry; machine carriage bolts for steel; and lag bolts and screws for wood. iii. Anchor bolts must conform to ASTM A307. iv. Hardware must be [stainless steel] [brass] [zinc-plated] [zinc-chromate plated] [or] [galvanized steel] in accordance with ASTM A153/A153M and compatible with the material to which applied. v. All exposed hardware must match in color and finish. vi. Mounting hardware must be concealed, recessed, and plugged. h. High Density Polyethylene (HDPE) Components <ul style="list-style-type: none"> i. Provide panels and components molded of ultraviolet (UV) and color stabilized polyethylene; exposed edges must be smoothed, rounded, and free of burrs and points; and the material must be resistant to fading, cracking, fogging, and shattering. ii. The material must be non-toxic and have no discernible contaminants such as paper, foil, or wood. iii. The material must be resistant to deformation from solar radiation heat gain. i. Wood <ul style="list-style-type: none"> i. Wood free of knots. ii. boards with eased edges and ends; and wood components with factory drilled holes. iii. Components with holes that will not be filled by hardware or hidden by other components will be rejected. iv. Wood products must be selected to withstand the climatic conditions of the region in which the site is located. v. Treated in accordance with AWPA U1, as applicable, and inspected in accordance with AWPA M2. Provide treatment of wood in accordance with ASTM F1487.

Item	Description
Lot 5	<p style="text-align: center;">Site Furnishings</p> <ul style="list-style-type: none"> j. Wood Seats and Tabletops <ul style="list-style-type: none"> i. Clear teak, maple, oak, Jarrah, Ipe or other suitable hardwood. k. Fiberglass <ul style="list-style-type: none"> i. Fiberglass must be resistant to cleaners, fertilizers, high power spray and salt. l. Pretreatment, Priming and Painting <ul style="list-style-type: none"> i. Apply pretreatment, primer, and paint in accordance with manufacturer's printed instructions. ii. Nonferrous Metal Surfaces - Protect by plating, anodic, or organic coatings. iii. Aluminum Surfaces - Before finishes are applied, remove roll marks, scratches, rolled-in scratches, kinks, stains, pits, orange peel, die marks, structural streaks, and other defects which will affect uniform appearance of finished surfaces. iv. Galvanizing <ul style="list-style-type: none"> a). Hot-dip galvanize items specified to be zinc-coated, after fabrication where practicable. b). Galvanizing must conform to ASTM A123/A123M, ASTM A153/A153M or ASTM A653/A653M, as applicable. c). Tailings and sharp protrusions formed as a result of the hot-dip process must be removed and exposed edges burnished. d). Galvanize anchor bolts, grating fasteners, washers and parts or devices necessary for proper installation. v. Polyester Powder <ul style="list-style-type: none"> a). Powder-coated surfaces must receive electrostatic zinc coating prior to painting. b). Powder coating must be electrostatically applied and oven cured. c). Polyester powder coating must be resistant to ultraviolet (UV) light. vi. Polyvinyl-Chloride (PVC) <ul style="list-style-type: none"> a). PVC coating must be primed with a clear acrylic thermosetting solution. b). The primed parts must be preheated prior to dipping. c). The liquid polyvinyl chloride must be ultraviolet (UV) stabilized and mold-resistant. d). The coated parts must be cured. e). Slip-resistant finish. vii. Finish <ul style="list-style-type: none"> a). Finish must be as specified by the manufacturer or as indicated. b). Exposed surfaces and edges must be rounded, polished, or sanded. c). Finish must be non-toxic, non-glare, and resistant to corrosion. d). Exposed surfaces must be smooth and splinter-free exposed surfaces. m. Wood Sealants <ul style="list-style-type: none"> i. Exposed wood surfaces must seal all applied surfaces from air. n. Paint o. Paint must be factory applied and be weather-resistant and resistant to cracking, peeling and fading. <p>4) Site Standards</p> <ul style="list-style-type: none"> a. Site furnishings must be furnished with the dimensions and requirements indicated. b. Site furnishings placed in children's outdoor play areas must meet the safety requirements of ASTM F1487 for entrapment; sharp points, edges, and protrusions; entanglement; pinch, crush, and shear points. c. Where practical, horizontal edges exposed to children's activities must be rounded. <p>5) Benches and Chairs</p> <ul style="list-style-type: none"> a. Furnish benches and chairs with no sharp edges or protruding hardware. b. The seat surface must be pitched or slotted to shed water.

Item	Description
Lot 5	<p style="text-align: center;">Site Furnishings</p> <ul style="list-style-type: none"> c. Precast Units - Design in accordance with manufacturer's standards, size as indicated. Finish and color as indicated selected from manufacturer's standards. d. Glass Fiber Reinforced Concrete (GFRC) Units <ul style="list-style-type: none"> i. Comply with PCI MNL-128 recommended practice for glass fiber reinforced concrete, including Appendix G, Polymer Modified Glass Fiber Reinforced Concrete Panels. ii. Provide ASTM C150/C150M cement. iii. Provide alkali resistant (AR) glass fibers produced specifically for use in glass fiber reinforced concrete. iv. Provide factory finished unit standards with the manufacturer, texture and color. e. Concrete/Cast Stone Units - Provide reinforced precast concrete units consisting of a mixture of cement, aggregates and mineral colors suitable for exterior use, located as indicated. Design benches to sustain a live load of not less than 10 kPa 200 pounds per square foot. <p>6) Wood Units</p> <ul style="list-style-type: none"> a. Provide manufacturer's standard wood units with wood, metal, fiberglass or concrete pedestals as indicated. b. Provide fasteners and accessories required for onsite assembly. c. Kiln dry and pressure treat wood components to manufacturer's standards. d. Pre-treat metal components and provide manufacturer's standard primer and powder coat finish complying with ASTM D3451, color as selected. e. Provide fiberglass non-fading gel coat color as indicated. f. Provide manufacturer's standard exposed aggregate or sandblasted finish and protection coating on concrete pedestals. <p>7) Benches</p> <ul style="list-style-type: none"> a. Fiberglass Benches <ul style="list-style-type: none"> i. Provide reinforced fiberglass benches molded with multiple laminations of glass fiber impregnated with polyester isophthalic thermosetting resins. ii. Reinforced in accordance with manufacturer's standard practice. b. Steel Units <ul style="list-style-type: none"> i. Perforated steel sheet, electrostatically coated with two component polyester enamel or powder coated. ii. Provide cadmium or zinc plated hardware, nuts, bolts, screws, and lock washers with a clean chromate finish. c. Aluminum Units <ul style="list-style-type: none"> i. Provide extruded or formed aluminum benches in accordance with manufacturers standard. ii. Finished with either dark, medium, light bronze, clear anodized, black anodized, acrylic paint, powder coat finish, color as selected from manufacturer's standards. d. Accessories <ul style="list-style-type: none"> i. Provide manufacturer's standard materials and accessories as required for assembly of units and as indicated on the assembly drawings. ii. Provide unexposed aluminum, stainless steel or steel plates, angles and supports as required for complete assembly. iii. Separate dissimilar materials to prevent electrolytic action. e. Fasteners <ul style="list-style-type: none"> i. Provide concealed fasteners except where specifically approved; types as required for specific usage. <p>8) Bicycle Racks</p> <ul style="list-style-type: none"> a. Can be, but not limited to, metal pipe, precast concrete, or other. b. Design bicycle racks (stanchions) in accordance with manufacturer's standards and to meet design conditions indicated. c. Provide powder coat finish in color as selected from manufacturer's standards.

Item	Description
<p>Lot 5</p>	<p style="text-align: center;">Site Furnishings</p> <ul style="list-style-type: none"> d. Racks must accommodate locking devices and secure, as a minimum, one wheel and part of the frame simultaneously. e. The spacing between racks per manufacture specifications. <p>9) Planters</p> <ul style="list-style-type: none"> a. Can be either spun aluminum, reinforced fiberglass, glass fiber reinforced concrete (GFRC) precast, wood, or plastic. b. Have a minimum of one drainage hole in the base. c. Base must be capable of supporting the weight of the planter filled with both the designated plant material and fully saturated soil. d. The planter must not crack, overturn, or sink below the existing grade. e. Planters must allow for relocation. <p>10) Waste Receptacles</p> <ul style="list-style-type: none"> a. Can be either spun aluminum, reinforced fiberglass, glass fiber reinforced concrete (GFRC) precast, wood, or plastic with flat or domed tops, and removable or reusable semi-rigid plastic liner or disposable inner linings. b. Furnished with weather protection, odor containment, and insect/animal-proofing. <p>11) Ash Receptacles</p> <ul style="list-style-type: none"> a. Can be either spun aluminum, reinforced fiberglass, glass fiber reinforced concrete (GFRC) precast, or plastic with flat or domed tops, and removable semi-rigid plastic liner insert. b. Provide top-mounted ash trays. c. With a fire-proof metal bowl or screen or sand-filled containers for ash containment. d. Ash containers must have a fire-proof metal bowl or screen and must be easily removable for cleaning. <p>12) Wood Containers</p> <ul style="list-style-type: none"> a. Can be used for planters, waste receptacles, or ash containers. b. Fabricated tongue and grooved wood slats permanently bonded with fiberglass interior shell. c. Top-trim, provide wood for square containers and fiberglass for round containers. d. Interior shell must be sufficient to protect wood from deterioration due to contact with soil and/or moisture. e. Freestanding wood planters must be structurally sufficient to support saturated soil and designated plant materials at the designated mature size. <p>13) Tables</p> <ul style="list-style-type: none"> a. Can be perforated metal, fiberglass, precast concrete, or wood. b. Bases shall be designed to support the load rating of the table. c. Picnic tables must be furnished with attached benches that have no backrests. d. Table's exposed edges and corners must be rounded, eased or chamfered. e. Tabletop surfaces must not contain recesses that might hold water or food particles f. Wheelchair Access to the underside of the table must be provided for persons with disability to be able to pull a wheelchair beneath the tabletop. <p>14) Tree Grate</p> <ul style="list-style-type: none"> a. Provide cast aluminum, cast iron, cast bronze, punched steel, stainless steel, tree grates in round, square, model of sizes as per manufacturers specifications. b. Furnish complete with angle steel frames with finish to match tree grates <p>15) Bollards</p> <ul style="list-style-type: none"> a. Can be either steel, stainless, aluminum, cast iron, ductile iron, glass fiber reinforced concrete (GFRC) precast, stone, polyurethane or plastic. b. Can be either AC or Solar lighted. c. Receiver Cover to protect bollard housing can either be removable or bolted in place. d. Finished to match the bollard. Minimum type of finish is power coating.

Item	Description
Lot 5	Site Furnishings
	<ul style="list-style-type: none"> e. Bollards can have the option to be removable and impact resistance. f. Can be portable, removable, fixed, breakaway or permanently mounted. 16) Hardware <ul style="list-style-type: none"> a. Primary fasteners can either be carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel. b. Exposed and accessible hardware shall be tamper-resistant, requiring a special tool for removal to deter vandalism and theft. 17) Maintenance, service manuals and parts list will be provided.
8.5.2	Warranty <ul style="list-style-type: none"> 1) All warranties will begin on the date of final acceptance by the AEPA Member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. 4) Warranties will be the standard manufacturer warranty except for labor and installation.

Item	Description
Lot 6	Early Childhood Aides
8.6.1	To include but not limited to climbers, climbing ramps, climbing domes, tree house climber play sets, musical play, play panels, slides, spinners, trikes, trike track, crawlers, spring rider, jungle gyms, indoor and outdoor, play housed, outdoor toys, tables, chairs, benches, etc. For infants, toddlers ages birth to 5. <ul style="list-style-type: none"> 1) Equipment must conform to as required to CPSC, CPSIA, ADA, and ASTM standards. 2) Structures, equipment, and activities and can be from a variety of materials, including metals, wood, composite, plastics, fiberglass, etc., and other materials suitable for outdoor use. 3) Structures, equipment, and activities placed in children's outdoor play areas must meet the safety requirements of ASTM F1487 for entrapment; sharp points, edges, and protrusions; entanglement; pinch, crush, and shear points. 4) Where practical, horizontal edges exposed to children's activities must be rounded. 5) Furnish benches and chairs with no sharp edges or protruding hardware. 6) The seat surface must be pitched or slotted to shed water. 7) Tables <ul style="list-style-type: none"> a. Can be perforated metal, plastic, fiberglass, or wood. b. Bases shall be designed to support the load rating of the table. c. Table's exposed edges and corners must be rounded, eased or chamfered. d. Tabletop surfaces must not contain recesses that might hold water or food particles e. Wheelchair Access to the underside of the table must be provided for children with disability to be able to pull a wheelchair beneath the tabletop. 8) Will need to identify the age group for the equipment you are offering. 9) Signage for age appropriated activities.
8.6.2	Warranty <ul style="list-style-type: none"> 1) All warranties will begin on the date of final acceptance by the AEPA Member. 2) Labor and installation: 1 year 3) Warranties will be guarantee against structural failure, corrosion, deterioration and/or workmanship. 4) Warranties will be the standard manufacturer warranty except for labor and installation.

Item	Description
	Services
8.7.1	Site evaluation
8.7.2	Installation of equipment
8.7.3	Design Services for playground, waterpark, or skate park
8.7.4	Provide AEPA member with blueprint/layout documentation as requested
8.7.5	Repair service

Item	Description
8.7.6	Maintenance options for AEPA member
8.7.7	Equipment removal and disposal
8.7.8	Product testing
8.7.9	Landscape architect
8.7.10	Other related services as needed

9. Pricing

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, or other approved reasons. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. **The Bidder/Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.** 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 Category 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**
 - i. Catalog or Pricing Sheets. The Proposer is to submit a discount off a published catalog or price for products and services to be offered under this bid. The price sheets are to include product number, description, unit of measure, list price, AEPA member discount, and final price which will be the price paid by AEPA Member.
 - ii. Optional Pricing Methods for Construction

- a. RsMeans Option for Construction Delivery Services.
 - i. RsMeans is an indefinite delivery-indefinite quantity contract for construction services delivered on an on-call basis through firm, fixed price delivery orders based on pre-established unit prices for a catalog of pre-priced construction tasks. These tasks are based on local labor material & equipment. The catalog and is organized by Construction Specifications Institute (CSI) numbering system. The price of all materials include delivery to the job site including unloading, shop drawings, fasteners and normal installation. Items not included are extending warranties and sales tax.
 - ii. RsMeans Procurement Catalog
 - a. Catalog of Pre-Priced Construction Tasks
 - b. Labor, Material& Equipment Costs will be localized.
 - c. The tasks represent the “Scope of Work” for the contract.
 - d. 60,000+ tasks
 - e. Published for the last 77 years.
 - iii. RsMeans Procurement Catalog General Rules
 - a. Unit Prices Includes:
 - 1. Complete and In-Place Construction - Unit prices are for complete and in-place construction and include all labor, equipment and material.
 - 2. Labor, Material and Equipment - For example do not add labor to masonry repointing task. Do not add bobcat for concrete side.
 - 3. Cost of - Delivery to Site, Unloading, Storage and Handling. Delivery Height is Up To 2 ½ Stories.
 - 4. Testing, Calibration, Balancing Etc. for New Work.
 - 5. All - Fasteners, Bolts, Anchors, Adhesives Etc. for New Work.
 - 6. Tasks Such as Windows, Doors, Frames, and Countertops Etc. - Include Sealant and Caulk.
 - b. Demo Price Includes - Loading Into Truck or Dumpster. Also, If Item Demolished as Part of Different Task, It Will Not be Paid for Separately.
 - c. Contractor Paid for Installed Quantities Only - No Waste. Waste must be taken into account in the contractor’s adjustment factor.
 - d. Assembly Prices - Take Precedence Over Component Pricing
 - e. Working Height – 14’ for All Work Except Masonry and 4’ Working Height for Masonry
 - f. Tasks to Mobilize Excavation Equipment, Paving Equipment.
 - g. Minimum Set up Charges for Core Drilling, Saw Cutting, etc.
 - h. Minimum Charge for Small Area Pavement Repair - Up to 3 Tons.
 - i. Separate Tasks for Removing Demolition Material and Waste Material from Site e.g. Dumpsters.
 - j. Paid to Haul Imported Materials, Asphalt, Concrete and Certain Other Materials Over 10 or 15 Miles.
 - iv. This pricing methodology is utilized to price a project, Contractor must use the current year and standard cost data. Only the following cost data titles will be accepted:
 - a. Building Construction Cost
 - b. Facilities Construction Cost Data
 - c. Site Work & Landscape Cost Data
 - v. What is Included in Contractor's Adjustment Factors?
 - a. Include overhead, profit and administrative fee that will be added to or subtracted from the RsMeans line item cost
 - b. Business Costs include overhead, profit, management, insurance, meetings, subcontractor’s overhead & profit.
 - c. Project Related Costs include trailer, portable toilets, pm & project supervision, gang boxes, storage containers, basic safety, daily clean-up, etc.
 - d. Price Variations – Direct costs may differ from construction task catalog. It is the contractor’s responsibility to review & analyze the unit prices before bidding Adjustment Factors.
 - e. All Costs in excess of the unit prices, must be included in the adjustment factor.

- vi. Contractor to bid the following Adjustment Factors
 - a. Normal Working Hours Requiring State Wage Rates
 - b. Normal Working Hours Not Requiring State Wage Rates
 - c. Other Than Normal Working Hours Requiring State Wage Rates
 - d. Other Than Normal Working Hours Not Requiring State Wage Rates
 - vii. Contractor Adjustment Factors
 - a. Applies to every line item in the RsMeans Procurement Catalog.
 - b. Used to price individual work orders.
 - c. Price Proposal total becomes the lump sum work order amount.
 - d. Contractor must include contract and license fee in their adjustment factors
 - viii. All work performed must be quoted per RsMeans by the prime Contractor, even if subcontractors are used.
 - ix. RsMeans spreadsheet, created in the RsMeans system, must be submitted to substantiate the quote given to the AEPA member. The spreadsheet columns must reveal the full RsMeans line number and a sufficient amount of the description. This also applies to any change orders.
 - x. Pricing can either be done by National Average of Location Code. For Location Code the first three (3) numbers of the zip code will be used to determine the city location index for the AEPA member.
 - xi. All change orders will be done in the RsMeans format using the Contractor Adjustment Factors.
- iii. 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:
- (a). 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 Terms and Conditions requirements and specifications and the most cost-effective solution. All quotes must be made available upon request.
 - (b). The Bidder must indicate the percent of overhead and /or markup as part of their response to be added to these costs to obtain the normal and customary retail price.
- The AEPA price is calculated by taking the product and services to cost to the Contractor plus the indicated percent of profit and 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 and 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. 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.

3. Part F - Pricing Workbook

- a. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 – Catalog Discounts (Required if responding to catalog offerings)
 - ii. F.2 – Lot 1 (Required if responding to this Lot)
 - iii. F.2 – Lot 2 (Required if responding to this Lot)
 - iv. F.2 – Lot 3 (Required if responding to this Lot)
 - v. F.2 – Lot 4 (Required if responding to this Lot)
 - vi. F.2 – Lot 5 (Required if responding to this Lot)
 - vii. F.2 – Lot 6 (Required if responding to this Lot)
 - viii. F.3 – Services Price Schedule (Optional)
 - ix. F.4 – State Multiplier and Rates (Required for Installation and/or Construction Services)
 - x. F.5 – Volume Discounts (Optional)
- c. Pricing evaluation may include considerations, other than product cost, including the total cost of the acquisition and whether the Proposer's offering represents the best value. See Evaluation, Approval and Award in Part A – Terms and Conditions for additional information.

10. Evaluation

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part A for AEPA's definition of Responsive and Responsible bids.

As a part of the process of determining responsible respondents, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

A recommendation may be made to recommend a single response, or to recommend multiple bidders based on differentiation of product or service between bidders. AEPA will vote as a whole to accept or not

accept a committee’s recommendation. Once accepted, each recommended bid response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members’ needs.

Below is a summary taken from the Evaluation section in Part A, F. Bid Evaluation, Approval and Award:

Evaluation Criteria
Cost Evaluation
Complete Response to Bid
Conformance to Bid Terms and Conditions
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume
Quality and Suitability of Products Offered
Marketing Plan
Financial Viability
Bid Bond (\$25,000)
Value Added Attributes



Part D - Questionnaire

AEPA 023.5-B

Playground & Recreation Equipment

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “*Part D – Questionnaire – Name of 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 Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, zip code: _____

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 respondent 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 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, zip code _____
 Phone _____
 How long at this address? _____

Business Branch Location(s)

Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____
 Branch Address _____
 City, State, zip code _____

**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 in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 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				
Marketing 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

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Click or tap here to enter text.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Click or tap here to enter text.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Click or tap here to enter text.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Click or tap here to enter text.

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

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Click or tap here to enter text.

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 solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Click or tap here to enter text.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Click or tap here to enter text.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Click or tap here to enter text.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Click or tap here to enter text.

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

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Click or tap here to enter text.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Click or tap here to enter text.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- 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, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent’s website.

Click or tap here to enter text.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Click or tap here to enter text.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

Click or tap here to enter text.

Describe the business’s “green” objectives (i.e. LEED, reducing footprint, etc.).

Click or tap here to enter text.

Describe what percentage of your offering is environmentally preferable and what are your company’s plans to improve this offering.

Click or tap here to enter text.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Click or tap here to enter text.

If applicable, describe your company’s ability to integrate into other ecommerce sites:

Include details about your company’s ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Click or tap here to enter text.

Disclosures

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 solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent 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 category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	yes			
Colorado	yes			
Connecticut	Yes			
Florida	Yes			
Georgia	yes			
Illinois	No			
Indiana	Yes			
Iowa	Yes			
Kansas	Yes			
Kentucky	Yes			
Massachusetts	No			
Michigan	Yes			
Minnesota	Yes			
Missouri	Yes			
Montana	Yes			

Nebraska	Yes			
New Jersey	Yes			
New Mexico	Yes			
North Dakota	Yes			
Ohio	Yes			
Oregon	Yes			
Pennsylvania	Yes			
South Carolina	Yes			
Texas	Yes			
Virginia	Undecided			
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 solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

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**

State your normal delivery time (in days) and any options for expediting delivery.
 Click or tap here to enter text.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?
 Click or tap here to enter text.

Describe your company's payment terms as well as any quick pay discounts.
 Click or tap here to enter text.

State your company's return policy and any applicable restocking fees.
 Click or tap here to enter text.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
 Click or tap here to enter text.

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 response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities 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 solicitation.

_____ 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).
[Click or tap here to enter text.](#)

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)?
[Click or tap here to enter text.](#)

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	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. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.		
7. Attend two (2) AEPA meetings each year (see Part A)		
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.		
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.		

Exceptions

Instructions:

1. Mark “No” or “Yes” with an “X” below.
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 company 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 solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
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 company 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 solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation



Part E – Signature Forms

AEPA 023.5-B

Playground and 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. 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).
4. Submit Part E, along with other required documents in Public Purchase.

*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 Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent 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 Respondent 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 Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, 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. Respondent 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 Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent 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, Respondent 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, Respondent 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. Also, Respondent 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. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent 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, Respondent 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides 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 subgrants 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, Respondent 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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, Respondent 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 recovery, 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 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a 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).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent 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		
13. Governing Law; Forum Selection.		

Name of Business

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent 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 Respondent), 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 Respondents, 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 Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents 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 Respondent, 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 Respondent, nor any officer, director, partner, member or associate of the Respondent, 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 Respondent or any person on his behalf has examined and understands the terms, conditions, the 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 Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the 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 Respondent 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



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent 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 Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, 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 OR RFP and any written exceptions to the bid. The 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 Vendor 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 Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor 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. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor 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 May 31, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	6/1/2023	Or

Solicitation 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 solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents 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 solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – Twenty-Five Thousand Dollars (\$25,000).	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding 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 Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created