



INVITATION FOR BID NUMBER AEPA IFB #016 PART A – TERMS AND CONDITIONS

Notice to Bidders

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

1:30 p.m. EDT, Wednesday, October 7, 2015

For Supplies, Materials, Equipment, and Software Related Bids: A-Facility Management Software, B-Kitchen Equipment & Supplies, C-Digital Resources, D-Maintenance, Repair & Operations Catalog, E-Musical Instruments,

For Construction Related Bids: F-Athletic Surfaces – Hardwood & Synthetic Flooring, G-Athletic Surfaces – Synthetic Turf, H-Athletic Surfaces – Tracks & Courts, I-Scoreboards & Marquee Signage

Each bid package consists of three or more parts:

Part A – Notice to Bidders, Bid Procedures and Terms and Conditions

Part B – Commodity Specifications

Part C – Bid Forms

Part D - G – Additional Bid Forms if required (varies by commodity)

All bids shall be submitted to Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736, in a sealed envelope marked “SEALED BID AEPA #016” on the front of the envelope. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Bid documents can be downloaded after registering by following the link from the web at www.aepacoop.org. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and publicly read immediately following the deadline.

Bid and Contract Timeline:

August 17, 2015	Publication of Bids and IFB available on the AEPA website www.aepacoop.org
September 9, 2015	Pre-Bid Conference Call – Must register by Sept. 3 rd to participate
September 24, 2015	Deadline for questions from Bidders
October 7, 2015, 1:30 pm EDT	Deadline for Bid Submittals and Public Opening of Bids
November 9, 2015	Contract Recommendations posted on www.aepacoop.org
December 1, 2015	AEPA Approval of bids
December 7, 2015	Bidders are advised of the results of the bid
December 7, 2015 to March 1, 2016	Vendor Partner’s submit required documentation to Member Agencies
No later than March 1, 2016 to February 28, 2017	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2017 - 2020	Annual contract renewal dates subject to approval by AEPA

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

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,000,000
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	889,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	538,000
Florida	Panhandle Area Education Consortium	Larche Hardy	larche_hardy@paec.org	2,700,000
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,046,026
Iowa	Iowa Educators Consortium	Joni Puffett	jpuffett@iec-ia.org	510,010
Kansas	Southeast Kansas Education Service Center	Brad Stefanoni	brad.stefanoni@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.ky.gov	675,000
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	955,739
Michigan	Oakland Schools	Tim Loock	tim.loock@oakland.k12.mi.us	1,550,802
Minnesota	Minnesota Service Cooperative	Jeremy Kovash	jkovash@lcsc.org	830,482
Missouri	Cooperating School Districts	Kelly Hackworth	khackworth@edplus.org	650,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	Nebraska ESU Cooperative Purchasing	Craig Peterson	Craig.peterson@esucc.org	300,000
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,369,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,223
North Dakota	North Dakota Educators Service Cooperative	John Jankowski	john.jankowski.1@sendit.nodak.edu	104,278
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,700,000
Oregon	Intermountain ESD	Staci Kunz	Staci.kunz@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	5,700,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,249,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	WV Regional Education Service Agencies Cooperative Purchasing	Dee Cockrille	dcockril@access.k12.wv.us	279,899
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Lisa Stahl	lisa.stahl@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Julie Cudmore	jcudmore@newboces.com	91,000
			Total Students:	35,765,020

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I. ABOUT AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-six (26) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

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

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

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

II. BID PROCEDURES

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 26 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will prepare two (2) computer/electronic CD or USB Flash Drive of all files requested along with complete catalogs (See Section F. Bid Submission below). Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 34,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will send responses to a single receiving point for all AEPA Member Agencies. Responses will be evaluated by bid oversight committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.'

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

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

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than*

what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.

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

B. Voluntary Pre-Bid Conference Call –

Pre-Registration Required by 3:00 PM EDT September 3, 2015 (No exceptions)

AEPA will host a voluntary pre-bid conference call on **Wednesday, September 9, 2015** 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. Bidders must register no later than **3 PM EDT, Wednesday, September 3, 2015**, by faxing the Pre-bid Conference Call Registration Form (found on AEPA Bid website) to **Sue McDermott** to 888-490-3184. No registration will be accepted after this date. Bidders must indicate which bid category or categories that they would like to participate in their registration. An email confirmation with details of the phone conference will be sent to the Bidder at least 24 hours prior to the conference call. Each Bidder will be allowed only one phone line to participate in conference call. It will be the Bidder's responsibility to have one primary person responsible for asking questions during the conference call. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Wednesday, September, 9, 2015

	Eastern	Central	Mountain	Pacific
A. Facilities Management Software	10:00 AM	9:00 AM	8:00 AM	7:00 AM
B. Kitchen Equipment & Supplies	10:30 AM	9:30 AM	8:30 AM	7:30 AM
C. Digital Resources	11:00 AM	10:00 AM	9:00 AM	8:00 AM
D. MRO Catalog	11:30 AM	10:30 AM	9:30 AM	8:30 AM
E. Musical Instruments	12:00 PM	11:00 AM	10:00 AM	9:00 AM
F. Athletic Surfaces – Hardwood & Synthetic Flooring	1:00 PM	12:00 PM	11:00 AM	10:00 AM
G. Athletic Surfaces –Synthetic Turf	1:30 PM	12:30 PM	11:30 AM	10:30 AM
H. Athletic Surfaces – Track & Courts	2:00 PM	1:00 PM	12:00 PM	11:00 AM
I. Scoreboards & Marquis Signage	2:30 PM	1:30 PM	12:30 PM	11:30 AM

C. Questions

All questions and responses received during the IFB process will be available on the AEPA website (www.aepacoop.org), as addenda, and will become part of the bid documents. It is the Bidders responsibility to check the website for the addenda prior to the bid deadline. Questions received less than fourteen (14) days prior to bid due date will not be answered. **All questions should reference the bid number and category for which the question is being asked and submit as follows:**

Questions regarding this IFB from the time the IFB is published until September 24, 2015 should be submitted to aepa-questions@googlegroups.com

Questions regarding this IFB after Bid Opening (October 7, 2015) but prior to the approval of the contract, should be submitted to aepa-bids@googlegroups.com.

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

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/ documentation may be considered non-responsive.

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

E. Bid Security –

If required, bids shall be accompanied by a satisfactory bid security in the amount of \$25,000.00 or \$100,000.00 as noted in Part B of F-Athletic Surfaces-Hardwood & Synthetic Flooring, G-Athletic Surfaces-Synthetic Turf, H-Athletic Surfaces-Track & Courts, I-Scoreboards & Marquee Signage. If a Bidder fails to submit the bid security by the bid due date, its response shall be deemed non-responsive and will not be considered.

Acceptable bid security will be in an amount of \$25,000 or \$100,000, with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response

- a. The IFB is published in three parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. Part C contains the Bid Forms to be filled out and returned by the Bidder. Some bid categories may contain additional Parts or Forms.
- b. All bid responses shall be on the forms provided and referenced in Part C – Bid Forms.
- c. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- d. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and AEPA.
- e. In case of an error in extension of prices in the bid, unit prices shall govern.
- f. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- g. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- h. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Two (2) complete copies of the bid response shall be submitted on separate but identical electronic media, either CDs or flash drives. CDs or flash drives must be properly labeled with the Bidders name and bid category. **NOTE: Individual files should not exceed the maximum file size of 20MB. If a file size is larger, Bidders will have to separate into multiple parts and label accordingly.**
- b. Bid Form A, Bid Form B and Bid Security, if applicable, shall be submitted in hard copy and a copy of these forms and the remaining response shall be submitted in electronic format with original signatures.
- c. Format for the CD or Flash Drive – Files must be placed in the proper folders on the CD or Flash Drive as listed below:

FOLDER A CONTENTS:

- a. **Document Development:** Bid Forms for this IFB are published on www.aepacoop.org in both Microsoft Word and PDF formats. Bidders may download the Microsoft Word forms and complete them electronically or they may download PDF forms, type or complete by hand. All documents requiring an original signature or which were not completed electronically must be scanned and saved as PDF documents on the electronic media. All documents must be titled with the name of the Company and Form. For example: *Bidder Name Form A*.
- b. **Table of Contents:** Using the form provided (See Part C – Bid Forms), complete a Table of Contents for the bid proposal. Provide as a Word Document or a document that has been scanned to a PDF, and title as per the instructions in **Document Development** above.
- c. **Bid Affidavit (FORM A):** Complete the form provided. A signature of the Bidder's authorized representative is required and a Notary Public must complete this form. Scan to a PDF format and title as per the instructions in **Document Development** above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. ***If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.***
- d. **Acceptance of Bid and Contract Award (FORM B):** Complete the form provided. A signature of the Bidder's authorized representative is required. Scan to a PDF format and title as per the instructions in **Document Development** above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. ***If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.***
- e. **Service Questionnaire for Bidder (FORM C):** The Questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and commerce processes. Complete the form provided. The authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in **Document Development** above.
- f. **Company Information (FORM D):** The Company Information Form provides background information on the Company. The authorized representative must sign the completed document. **NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded and then a complete Annual Financial Report from the most recent year is REQUIRED.** Scan the Form, any attachments and the letter from the Bidder's chief financial institution or Annual Financial Report to a single PDF format and title as per the instructions in **Document Development** above.
- g. **Exceptions to Terms and Conditions (FORM E):** Exceptions to Terms and Conditions set forth in Parts A and B of this IFB must be noted on this Form. If there are no exceptions, the form must be returned with the "no exceptions" box checked and signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
- h. **Part B - Specifications:** The Part B – Specifications document . represents the needs and interests of the AEPA Member Agencies and their Participating Entities. Alternatives or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the Bidder who is able to comply with the greater number of specifications may be considered more responsive. Bidders must check either the 'Comply' or 'Deviate' column for all specifications listed in this section. The

authorized representative must initial the form. Scan to a PDF format and title as per the instructions in **Document Development** above.

- i. **Deviations (FORM F):** Explanations of deviations noted in response to standard, product, category and service specifications on the **Part B - Specifications** are required on Form F. If there are no deviations, the form must be returned with the “no deviations” box checked and initialed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
- j. **Bid Security**, if required, for various categories. Hard copy sent with bid and a PDF of Bid Security in folder A.

FOLDER B CONTENTS:

- a. **Pricing (FORM G):** Form G is intended as the cover document for the Bidder’s discount pricing schedule. This form must be signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
- b. **Excel Workbook with Discounts and Pricing Schedule:** Title the Excel document as per the instructions in **Document Development** above. Be sure to complete the required tabs as outlined on Form G.
- c. **Warranties, Additional Services or Incidental Price Schedule (G.5):** In response to Form G., the Bidder may be asked to provide a price schedule for warranties, etc. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- d. **Additional Discounts (G.6):** In response to Form G, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- e. **Catalogs and/or Price lists:** For catalog bids, PDFs of the Bidder’s most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled as per the instructions in **Document Development** above.

FOLDERS C and ETC., CONTENTS:

Folder C and additional folders are reserved for any additional documents or files other than those listed above that may be requested and/or related to this bid.

If the bid is awarded, the Bidder will be required to produce original signed and notarized Forms A and B in paper (hard copy) form for each participating AEPA Member Agency. Additionally, if required, a copy of the bid security to each participating AEPA Member Agency as indicated for that bid category.

3. Bid Transmittal – Due by October 7, 2015, at 1:30 PM EDT

It is the responsibility of the Bidder to be certain that the bid submittal is in the actual possession of AEPA at **Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736**, on or prior to the exact due date and time of **October 7, 2015, at 1:30 PM EDT**. Bids must be submitted in a sealed envelope or box properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder’s Name and Address clearly indicated on the envelope or box. **Bids received late will not be opened and will be deemed non-responsive. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.**

If the designated location for receiving bids is closed due to an unforeseen circumstance on the day bid responses are due, responses will be due at the same time on the next day the building is open.

Responsive bids will be opened and the name of each Bidder and other appropriate information will be publicly read.

G. Bid Evaluation

Bid responses will be reviewed, analyzed and evaluated based on the evaluation criteria stipulated within this bid document (Refer to the *Evaluation, Approval and Award* section located in Section V. General Terms and Conditions for All Agencies).

H. Contract Award and Implementation

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

Recommendations for approval by AEPA will be posted to the website (SEE LINK BELOW) on November 9, 2015. If the AEPA approves the recommended contract at the Winter Meeting November 30, 2015 through December 2, 2015, the Vendor Partner will be invited to present for 15 minutes to the group to educate all 26 states on your company, products, etc. It is the Bidder’s responsibility to access this information. It should be noted that while a company may be recommended for approval, there is no guarantee of an approved contract until the AEPA Member Agencies vote on the recommendation.

[http://www.aepacoop.org/pages/Association of Educational Pur/Bidding Information/Bid 2015/Contract A pproval Recs](http://www.aepacoop.org/pages/Association%20of%20Educational%20Pur/Bidding%20Information/Bid%202015/Contract%20Approval%20Recs)

Once the approved Bidders have been notified by AEPA, ***it is their responsibility to contact those AEPA Member Agencies (up to 26) who had indicated an interest in participating and mail the signed and notarized Forms A and B (Located in Part C) to each of the participating AEPA Member Agencies.*** Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

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

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

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

III. RESPONSIBILITIES OF A VENDOR PARTNER

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

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner’s local sales representatives to market within each state.

5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

IV. RESPONSIBILITIES OF AEPA MEMBER AGENCIES

In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:

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

V. GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES

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

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

The term **Participating Entity** is used to identify those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

The term **Buyer** is used to identify the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

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

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to

the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

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

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

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

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

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

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

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

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

Bid Opening: Bids shall be opened at the time and place, and in the manner designated in this document. The name of each Bidder shall be publicly read and recorded in the presence of witnesses.

Bid Security: There are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and be placed in Folder A. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions:

“Prospective Bidder” has notified AEPA of a desire to bid by registering on the AEPA website.

“Bidder” has submitted a bid to AEPA in response to an Invitation for Bid (IFB).

“Recommended Bidder” has been approved by AEPA for its AEPA Member Agencies for contract consideration.

“Vendor Partner” has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

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

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

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

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

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

Catalog Bid: (See Types of Bids)

Certificate of Insurance: (See Insurance)

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies:

The submission of the bid did not involve collusion or other anti-competitive practices;

The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);

The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and

The Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

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

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

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

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

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

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

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

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

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

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

Credit Hold: The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. [The AEPA Member Agencies believes it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.]

Delivery Terms, Conditions and Requirements:

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner).

The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.

2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
 - A. Shipping Costs: Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.
 - B. Shipment under Reservation: Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - C. Shipping Errors: Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA

Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.

12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner.
13. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.

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

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

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

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

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

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

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

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - A. Submitted on time.
 - B. Materially satisfy all mandatory requirements identified throughout the IFB.
 - C. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
 - D. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
 - E. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual

obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.

- F. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.

2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives with equal or lesser volume. Non-responsive bids will not be considered for approval and award.

3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state.

Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

- A. Submitted a responsive bid;
- B. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
- C. A demonstrated and documented satisfactory track record of performance in the national market place;
- D. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
- E. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
- F. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

4. **Cost Evaluation:**

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

External Procurement Unit means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body.

Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

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

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

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

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

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

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, **its Members, Participating Entities, its employees** from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, **its Members, Participating Entities, its employees** on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in

part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, **its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws.** **Installation:** Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided.

1. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.
2. Certificate of Insurance: The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer).
3. All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.
4. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

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

Late Bids: Late bids shall not be opened and will be deemed non-responsive and within twenty-four hours such determination will be posted to AEPA's website www.aepacoop.org. Bidders with rejected bids must make a written request within thirty (30) days to AEPA by sending an email to secretary@aepacoop.org requesting to have their rejected bid returned at Bidder's expense. Late bids will be destroyed after forty-five (45) days.

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

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

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

the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

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

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

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

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

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

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

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

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

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

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

1. Standard Ordering Process:

- A. 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

- B. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver and invoice the Buyer;
- D. Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment;
- E. 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).
- F. Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.

2. Special Ordering Process:

- A. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- B. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
- D. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
- E. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
- F. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.

3. Electronic Ordering (Optional by AEPA Member Agency)

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

- A. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
- B. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.
- C. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
- D. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
- E. Electronic ordering systems that list catalog price and AEPA discounted price.
- F. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
- G. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- H. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

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

- A. Member Agency Specific terms and conditions
- B. Specifications and scope of work
- C. General terms and conditions
- D. Attachments and exhibits
- E. 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 Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

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

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

Pricing: Within Part B: Bid Specifications and Part C: Bid Forms of this solicitation, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. Please note the following that relate to pricing:

Most Advantageous Pricing: The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.

Primary Pricing/Secondary 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 the bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".

1) Primary Pricing: All Bidders are required to submit the required primary pricing as indicated in each bid category's Part B: Specifications and Part C: Bid Forms (requirements vary based on bid category).

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.

- a. 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.
- b. New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
- c. 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.
- d. Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.

B. Line-Item Pricing: Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions

and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes:

Product Category
Product Description
Manufacturer
Manufacturer SKU
Vendor SKU
Unit of Measure
Item List Price
AEPA Bid Price

- a. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
- b. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may only request adjustments to the prices once a year at the time of renewal at the AEPA Winter meeting that goes into effect March 1st. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Member Agencies at the AEPA Winter meeting to go into effect the following contract term.
- c. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
- d. **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 at the time of renewal pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership. Requests should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting.

C. Pricing based on a Cost-plus-a-percentage-of-cost: This type of pricing is prohibited.

2) Secondary Pricing Methods: 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:
 - a. Up to 100 items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - b. 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.
 - c. 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)
 - d. 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:
 - a. The price reduction is available to all AEPA Member Agencies equally.
 - b. The price reduction is for a specific time period, no less than thirty (30) days.
 - c. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such.

- d. The original price for products/services is not exceeded after the time limit.
- e. 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.
- f. 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:

- a. Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms.
- b. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis.
- c. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

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

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

Products and Services:

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.

7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions:
- A. The enhancement is recommended by AEPA and approved by the Member Agency;
 - B. The option is priced at a discount similar to other options;
 - C. The option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be:
- A. Of a quality to pass without objection in the industry and professional standards normally associated with them;
 - B. Fit for the intended purpose(s) for which they are used;
 - C. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
 - D. Adequately offered, presented, delivered, accomplished and complete as the contract may require; and
 - E. Conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information | Catalogs | Price Lists:

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

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions:

1. The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order;
2. The purchase order describes the amounts to be paid and the date of payment;
3. The Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order;
4. That payments will only be made when actual goods and/or services are verified/received; and

5. That any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

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

1. **Procurement Phases:** AEPA's procurement/solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - A. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - B. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - C. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - A. The name, address and telephone number of the protester;
 - B. The original signature of the protester or its representative;
 - C. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - D. A detailed statement of the factual grounds or legal basis for the protest;
 - E. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - F. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:
 - A. Bid Due Date: Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date.
 - B. AEPA Approval: Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval.
 - 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.

Procurement Phase	Who to Contact	Email Address
Bid Due Date	Bid Question Coordinator	Questions@aepacoop.org
AEPA Approval	Bid Coordinator	Bids@aepacoop.org
Contract Award	Individual AEPA Member Agency with a copy to the AEPA President	See AEPA Member Agency Information sheet

1. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
2. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member

Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

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

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

Questions: Inquiries and questions related to this solicitation, should reference the bid number and respective category and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted to Questions@aepacoop.org.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to Bids@aepacoop.org.
3. After notification of AEPA contract approval, questions should be submitted via email to President@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.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at President@aepacoop.org.

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

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

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

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

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

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

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

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

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

termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

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

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

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

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the **Acceptance of Bid and Contract Award (Form B)**. The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, 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, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

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

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

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit.

The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party.

Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-

action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
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 bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

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

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

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

1. **Catalog Bid:** A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire 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.
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 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..

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

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

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

VI. MEMBER AGENCY SPECIFIC TERMS AND CONDITIONS

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

Common Terms and Conditions of all individual states are as follows:

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

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

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

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

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

Association of Educational Purchasing Agencies (AEPA)

Bid 016 - Summary of State General Overview

Part A Table

AEPA Member Agency State	General			Ordering Process			Construction Products and Services									Potential Customers						
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties
CA	2%	No	No	Yes	Yes	No	N/A	N/A	N/A	N/A	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CO	2%	No	No	Yes	No	No	No	No	No	No	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	Yes
CT	2%	Opt	No	Yes	Yes	No	Yes	Opt	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL	2%	No	No	Yes	Yes	No	Yes	No	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IN	Various	No	No	No	No	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IA	2%	No	Yes	Yes	Yes	No		**			Yes	Limited	Limited	**		Yes	Yes	Yes	No	Yes	Yes	Yes
KS	2%	No	n	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
KY	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MA	2%	No	No	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MI	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	TBD	Yes	Yes
MN	2%	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MO	2%	No	Yes	Yes	Yes	No	Yes	No	No	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MT	2%	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NE	2%	No	No	Yes	No	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	No	No	No	No
NJ	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	No	No	Yes
NM	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ND	2%	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OH	2%	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OR	2%	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PA	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TX	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VA	2%	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WA	2%	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes
WV	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WI	2%	No	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WY	1%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes

* Depending upon the type of agency making the purchase products may or may not be taxable

** Iowa Code Chpt. 26 & 273



INVITATION FOR BID

AEPA IFB #016-G

ATHLETIC SURFACES – SYNTHETIC TURF

PART B – SPECIFICATIONS

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment, testing and labor to all participating member states (up to 26) necessary to:

Respond to request from AEPA member organizations which represent a number of different types of educational, governmental and public institutions seeking equipment, materials, and supplies, necessary to design, install, site preparation, materials testing, maintenance, renovation, repair, grooming and cleaning of synthetic turf fields. Also to provide as an options, equipment and installation services for in-ground equipment and accessories; field grooming equipment and supplies; and replacement or re-seeding of natural grass services.

These parts and supplies will include but are not limited to: different types and weights of synthetic turf, infill materials, in-ground equipment and accessories; irrigation and drainage systems;

Types of services may include, but are not limited to: construction, design and engineering services; installation and site preparation services; soil and materials testing, GMAX testing; warranty; grooming, cleaning, and maintenance; etc.

2. Type of Bid

This bid is considered a:

YES	NO	TYPE OF BID
	√	CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
√		LINE- ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the 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	Parti- cipate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Grow th for Year 2-4	State	Parti- cipate? Yes/No/ Undecided	Other States Memb er Sells In	Est. 1 st Year Purchase Volume	% Growth for Years 2-4
California	Yes	AZ,NV	\$ 100,000	2%	Nebraska	Yes		\$ 100,000	
Colorado	Yes		\$ 500,000	10%	New Jersey	Yes		\$ 1,000,000	
Connecticut	Yes	MA,ME,NH, NY,RI,VT	\$ 600,000	10%	New Mexico	Undecided			
Florida	Yes	AL,GA		33%	North Dakota	Yes		\$ 500,000	
Indiana	No				Ohio	Yes		\$ 2,000,000	
Iowa	No	IL,SD			Oregon	Yes		\$ 1,569,442	
Kansas	Yes	OK	\$ 2,000,000	2%	Pennsylvania	No	DE,HI, MD,NY,		
Kentucky	Yes	AL,GA,LA,MS, NC,SC,TN,WV	\$ 100,000	2%	Texas	Yes		\$ 1,000,000	
Massachusetts	No				Virginia	Yes		\$ 3,000,000	
Michigan	Yes			5%	Washington	Yes	AK,ID	\$ 10,000,000	
Minnesota	Yes	SD	\$ 1,600,000	2%	West Virginia	Yes		\$ 3,000,000	
Missouri		AR,IL,LA,SD			Wisconsin				
Montana	Yes	ID	\$ 50,000	5%	Wyoming	Yes	SD,UT	\$	
					Total	19		\$ 27,119,442	

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.

The above information relating to the estimated/projected volume for the first year for this solicitation is provided based on submittals from its members. AEPA Member Agencies anticipate that purchase volumes will increase in 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 under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Glossary of Terms and Abbreviations

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

- 4.1 Base Materials: Materials that provide porosity and stability such as crushed aggregate or porous pavement.
- 4.2 Denier: The weight in grams of 9,000 meters of fiber
- 4.3 Drainage System: A method of removing surface and subsurface moisture/water.
- 4.4 Fiber: A specific form of fibrous textile material that has a length at least 100 times its diameter or width.
- 4.5 Fiber Thickness: A measurement in microns (metric) or mils. (U.S.) of the thinnest cross section of a fiber.
- 4.6 G-Max: A measurement of impact (shock absorption) in terms of gravity units as a ratio of deceleration.
- 4.7 Infill: Loosely dispersed materials that are added to the synthetic turf system, typically sand, rubber, other suitable material, or a combination thereof.
- 4.8 Knitted: A process in which the yarn fibers of the pile are tied to the backing which was simultaneously constructed by transforming continuous strands of multi-filaments into a series of interlocking loops, each row of such loops hanging from the row immediately preceding it.
- 4.9 Water Permeability: The rate at which water flows through a surface or system cross-section or components of the cross-section.
- 4.10 Planarity: Uniformity of the surface as compared to certain fixed predetermined points or prescribed slopes.
- 4.11 Primary Backing System: A single or multiple layers of woven or non-woven materials, into which the fiber is either tufted or knitted, to provide the initial construction of the synthetic turf.
- 4.12 Secondary Backing System: A coating and/or woven or non-woven fabric layer(s) applied to the primary backing after the fiber pile has been tufted or knitted into place, which serves to enhance tuft bind and provide additional structural integrity.
- 4.13 Shock Absorbing System: Component(s) that add resiliency to the system.
- 4.14 Sub-grade: A stabilized foundation onto which the base materials and field systems are installed.
- 4.15 Synthetic Pile Fiber: Grass-like blades made of synthetic materials.
- 4.16 Synthetic Turf Systems: These systems are comprised of synthetic grass like surface piles, tufted, or knitted into a primary backing system to which a secondary backing system has been applied; with or without infill material (s); a shock absorbing system, and suitable base materials with an appropriate drainage system.
- 4.17 Tufted: A process by which the fiber yarns that form the pile are inserted into a previously prepared blanket-like primary backing.
- 4.18 Abbreviations that may be referenced in the specifications.
- 4.19 Amateur Athletic Union (AAU)
- 4.20 American Society for Testing and Materials (ASTM)

- 4.21 Deutsches Institut für Normung (DIN)
- 4.22 Federation of International Football Association (FIFA)
- 4.23 International Amateur Athletic Federation (IAAF)
- 4.24 National Collegiate Athletic Association (NCAA)
- 4.25 Synthetic Turf Council (STC)

5. Special Terms and Conditions

- 5.1 Acceptable bid security will be in an amount of \$25,000 with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.
- 5.2 The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufactures' warranty, whichever is longer.
- 5.3 Vendor Partner will endeavor to supply products that are made in the United States of America.
- 5.4 Contractor's License: Each of the 26 states covered by this solicitation has its own state licensing qualifications, requirements and processes. The Vendor Partner is responsible for knowing each state's requirements and codes. At the time of the response, Vendor Partner must be able to comply with all licensing requirements. For those states where licenses are required, a copy of the appropriate licenses authorizing the Vendor Partner to undertake or purports to undertake, supervise, subcontract others, to construct or to provide services and materials described herein, shall be provided within 5 business days of request, and must have been in effect as of the date this bid was issued. If the Vendor Partner intends to subcontract with other qualified distributors, dealers or firms, the subcontractors must be listed and copies of their licenses shall be submitted by the Vendor Partner within 10 business days following request. All required licenses will be kept current and in compliance with the rules and regulations of each state's regulatory agency.
- 5.5 Any contract awarded under this Category is an indefinite-quantity contract for synthetic turf with or without installation.. 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.
- 5.6 The Vendor Partner must be willing and able to demonstrate its past experience on at least five (5) acceptable installation of full-size football, soccer, baseball field, or other athletic/recreational fields (minimum of 70,000 square feet) in the United States within the past three (3) years.
- 5.7 The Vendor Partner must have the capacity to provide design, site inspection, site preparation and construction services for synthetic turf fields. These services may be provided by the Vendor Partner's own staff or by subcontractors contracted and supervised by the Vendor Partner.
- 5.8 The Vendor Partner is responsible for ensuring that the design and construction drawings and manual clearly indicate, identify and communicate the products, services and testing that must be provided to deal with site preparation and public utilities; sub-base-works, drainage systems; and synthetic turf surfaces that comply with AAU, NCAA, FIFA, and state requirements.
- 5.9 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.
- 5.10 The Vendor Partner must possess a knowledge and understanding of all federal, state, and local government codes, regulations and building codes dealing with the construction and installation of synthetic turf surfaces.

6. Standard Specifications [Fixed Specifications]

Item	Description
6.1	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.2	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.
6.3	Optional services must be identified separately, and must include clear descriptions of proposed services.
6.18	Vendor Partner shall provide a Material Safety Data Sheet (MSDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.

7. Product | Category Specific Specifications

Item	Description
7.1.	The standards and specifications provided below are intended to establish minimum requirements and provide a general overview of the quality and type of products and services being requested.
7.2.	Any products and services offered are to meet or exceed all local and state building codes.
7.3.	The products and services may include, but are not limited to, the following.
7.4.	Provide technical and consulting services relating to athletic and recreational field surface design, characteristics, construction, and integration into the development of a new athletic or recreational facility.
7.5.	Provide existing site inspection and investigation to identify soil conditions existing at the site in order to take into account the conditions found in the designing of athletic and recreational fields. The investigation shall include, but not be limited to:
7.5.1.	Stripping, placement of backfill and base construction in order to ensure the minimization of the risk of problems due to subsoil and subgrade conditions.
7.5.2.	Soil inspection for the existence of peat or other organic soils at the site.
7.5.3.	Inspection for uncontrolled fill materials or waste materials at the site.
7.5.4.	Inspection for expansive soils at the site.
7.5.5.	High ground water conditions or surface water retention areas (low area flooding).
7.6.	Provide all labor, materials, equipment and drawings required to provide design services for a project cost proposal with a complete scope of work, including all products, services and athletic and recreational field specifications with their associated costs. A preliminary construction time schedule shall be a part of the project proposal.
7.7.	Provide all labor, materials, equipment, project drawings and construction documents necessary to establish, construct, install lines and markings required to complete the athletic or recreational field as identified and specified within the project documents for the individual Member's project scope of work and documents.
7.8.	Provide all labor, materials and equipment required to assess and evaluate existing facilities, and develop and establish a plan of action for maintenance, repair and/or renovation of the existing athletic and recreational field to

Item	Description
	condition as required by the Member.
7.9.	Provide ongoing technical support and training services for AEPA Member's staff relating to the maintenance and operation of these types of facilities to ensure their good operational condition.
7.10.	The synthetic turf surface should provide the performance characteristics, components, and construction that meet the needs of the declared use and/or functions.
7.11.	The synthetic turf system and all of its components should be resistant to moisture, rot, mildew, bacteria, fungus growth, ultraviolet ray degradation, non-toxic, not cause commonly known allergic reactions at all field locations, and meet AEPA Member local state and environmental requirements.
7.12.	Each synthetic turf system should be constructed to provide dimensional stability and resist damage from wear and tear during athletic and recreational usage.
7.13.	Any Project to Include:
7.13.1.	Assess and determine existing site conditions and Member's expectations for the project.
7.13.2.	Develop a proposed solution to conform to and meet the Member's expectations while considering and ensuring the following:
7.13.2.1.	The solution proposed is adequate and functional within the existing site conditions and will comply with all building codes.
7.13.2.2.	Provide labor, materials, equipment and supervision necessary to complete installation of synthetic turf, including the following:
7.13.2.2.1.	Site inspection and investigation.
7.13.2.2.2.	Site preparation and sub-base.
7.13.2.2.3.	Inspection and approval of sub-base.
7.13.2.2.4.	Installation of proposed synthetic turf system with accessories, striping and equipment.
7.13.2.3.	Provide cost estimates and information relating to after-the-sale ongoing inspection and maintenance services to ensure proper operation and upkeep of the synthetic field.
7.13.3.	Construction and installation services to prepare and install proposed synthetic turf system on the designated site in accordance with the shop drawings, striping plan and manufacturer's instructions and specifications.
7.13.4.	Guarantee the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of substantial completion and acceptance by the Member. The warranty coverage shall not be limited to the amount of usage.
7.13.5.	Prior to order of materials, the contractor shall submit the following:
7.13.5.1.	Sample warranty.
7.13.5.2.	Seam layout of the field and striping plans.
7.13.5.3.	Details on construction, especially any details that may deviate from plans and specifications.
7.13.6.	Prior to the beginning of installation, the manufacturer/installer of the synthetic turf shall inspect the sub-base and supply a Certificate of Sub-Base Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.
7.14.	Components for Synthetic Turf Systems to include but not limited to:
7.14.1.	Synthetic Turf Types: There are several different types of synthetic turf available. They are distinguishable through the use of different fibers and different construction. Differentiated by construction are the tufted or the knitted synthetic turf systems. Both systems are comprised of synthetic fibers with primary and secondary backing systems and a resilient shock absorbing

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	system. The shock absorbing system can consist of infill, a padding system, or a combination of both.
7.14.2.	Fiber: Typically, the fiber used in synthetic turf is textured and/or non-textured polypropylene, polyester, polyethylene, nylon or other suitable performing hybrid or copolymer in tape form or monofilament. Minimum fiber sizes are 50 microns for polypropylene or polyester, 100 microns for tape form (slit-film) polyethylene, 140-300 for monofilament polyethylene (shape dependent) and 500 denier for nylon. Fiber sizes for hybrids or copolymer will comply with the most closely related fiber type. Ideally, all fibers should be of the same chemical composition, shape, and texture. Fibers should be compliant to ASTM guideline for total lead content.
7.14.3.	Primary Backing Systems Material: The primary backing materials are of a woven or non-woven fabric in one or more layers which are utilized in the tufting process, or of high strength polyester multi-filament fiber utilized in the knitting process. This backing material provides the initial dimensional stability for the system.
7.14.4.	Secondary Backing Systems Material: The secondary backing materials are applied through a coating process with a single or multiple applications of one or various materials.
7.14.5.	Perforations: Depending on the final construction of the turf system, the system may or may not be permeable to water. Perforations are typically required of fully coated system backings to provide adequate vertical drainage throughout the system. Some turf systems may allow for drainage without perforations by employing a process of partial coating or other system designs. Developments in coating systems have provided for lighter weight and aqueous permeable chemicals; however, the drainage criteria must be met.
7.14.6.	Infill Materials: The most recent generation of synthetic turf systems utilizes a long pile height and needs to be supported with infill materials for directional stability and structural integrity, as well as resiliency. The infill materials commonly used are EDPM, TPE, natural cork, ground fibers from coconut shells, coated and non-coated silica sand, crumb and coated rubber, other suitable materials, or combinations of sand, rubber, or other suitable materials
7.15.	Performance of Synthetic Turf
7.15.1.	Traction: The surface should provide good traction in all types of weather with the use of conventional athletic type shoes applicable to the sports and/or activity specified.
7.15.2.	Rotational Resistance: The surface should allow for twisting movements as is common in athletic activities. Rotational resistance measures the ability of the user to perform twisting motions when in contact with the surface.
7.15.3.	Slip Resistance Component: The system should enable a predictable range of movement between the user and the surface uniformly throughout. The surface should balance traction and slippage by way of the sliding coefficient.
7.15.4.	Surface Abrasiveness: The field surface should have fibers and infill materials that minimize skin abrasions.
7.15.5.	Impact Attenuation (g-max): The field surface should have the ability to adequately absorb player impact with the surface. The g-max and force reduction tests are two tests typically used. G-Max values may vary from location to location on a playing surface. Such variances shall be taken into account when setting maximum test values. A maximum, not-to-exceed limit should be specified for the life of the warranty. The STC's guideline is that g-max should be below 165 for the life of the field.
7.15.6.	Surface Stability (vertical deformation): The surface should provide adequate stability so that the athlete can maintain body control to help prevent or properly control contact between athletes. This is an important consideration

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	that should be balanced with the surfaces' ability to absorb impact. If the surface is too soft, the stability provided by the field may not be optimal for player movement and body control.
7.15.7.	Ball-Surface Interaction: The synthetic turf playing field should provide consistent and predictable ball performance reaction characteristics.
7.15.8.	Surface Uniformity: The synthetic turf playing field should be as level as practical. The synthetic surface shall provide a true and uniform playing surface throughout.
7.15.9.	Ball Bounce: The synthetic turf field should provide a ball bounce as close to the optimal playing characteristics of the sport or sports. The published standards for the regulatory organizations as applicable for each sport should be referenced.
7.15.10.	Ball Roll: The synthetic turf field should provide a ball roll as close to optimal playing characteristics of the intended sport or sports. The published standards for the regulatory organizations as may be applicable for each sport should be referenced.
7.15.11.	Appearance: Unless otherwise dictated by design, the synthetic turf should have a consistent color, texture, and shade without significantly noticeable streaks or other irregularities when observed in any direction.
7.16.	Warranties for the synthetic turf field systems should include the following:
7.16.1.	Acceptable uses for the field
7.16.2.	Expected number of yearly hours of use of the field
7.16.3.	Type of shoes used
7.16.4.	Fading
7.16.5.	Color match within specifications
7.16.6.	Excessive fiber wear
7.16.7.	Acceptable loss of pile height over time
7.16.8.	Wrinkling and panel movement
7.16.9.	Shock absorbency (g-max)
7.16.10.	Seam integrity
7.16.11.	Drainage
7.16.12.	Response time for required repairs/replacement
7.16.13.	Approved maintenance equipment
7.16.14.	Other items deemed relevant
7.17.	Maintenance:
7.17.1.	A regular schedule of maintenance should include but not limited to surface cleaning, debris removal, grooming, and infill replenishment, redistribution, and de-compaction.
7.17.2.	The maintenance procedures and equipment, as specified by the synthetic turf manufacturer or Synthetic Turf Council's Guidelines for the Maintenance of Infilled Synthetic Turf Surfaces, January 2013, for additional information.
7.18.	Other Considerations:
7.18.1.	The synthetic turf supplier, unless the base is part of their scope of work, should perform an inspection of the field planarity base on to which the synthetic turf system is to be installed and to examine the finished surface for required compaction, water permeability, and grade tolerances. After any discrepancies between the required materials, application, and tolerance requirements noted have been corrected, the owner's representative (architect/engineer) should review and approve for compliance with documents. The acceptance of the base construction should be included in the certification for warranty validation.
7.18.2.	Extra Materials: the synthetic turf manufacturer and installation contractor can provide extra sections of synthetic turf material for future repairs. If necessary, this should include materials for all colors used with any lines, markings, and

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	logos. Quantities to be predetermined. This allows for materials from the same manufacturing run to be utilized for minor repairs.
7.19.	Drainage System Components
7.19.1.	The system chosen will depend on the use of the field, climate, amount of rainfall, and other factors.
7.19.2.	The drainage system may include but not limited to the synthetic turf, pad, base materials, and collector pipes that collect and remove storm water from the playing field.
7.19.3.	The design of the drainage system is dependent upon local conditions, climates, and site constraints.
7.19.4.	Collector pipes are typically perforated polyvinyl chloride (PVC) or polyethylene (PE) pipes. Size and type of perforations are dependent upon the size of the pipe. If perforations are larger than the smallest aggregate in the base material then a geo-textile sock filter may be used to encapsulate the pipe-care should be taken to ensure that the openings in the geo-textile fabric are compatible with the granular smaller components so that they do not block the pores and reduce water flow. A qualified civil or geotechnical engineer should be consulted to determine the suitability of using a product with a geo-textile sock in conjunction with the selected base materials. Additionally the compressive strength of various systems can differ greatly and care should be taken to keep construction traffic off of the systems until enough stone has been placed and compacted.
7.19.5.	The expected performance evaluation and the systems used should undergo an independent engineering analysis.
7.20.	Base Materials
7.20.1.	The aggregate base on which the synthetic turf is installed provides a structurally sound foundation for field construction, and a media for drainage of the field. The base materials should contain the necessary components and characteristics to satisfy local conditions. A good geotechnical report will provide essential information for a firm and stable base for the synthetic turf.
7.20.2.	Depending on the local site conditions, a geo-textile fabric may be placed over the entire sub-grade and within the pipe trenches prior to the installation of the base materials to minimize contamination of the aggregate and possible clogging of the perforated drainage pipes. Where soil conditions warrant, a polyethylene, PVC, or other impermeable sheet liner may be used in lieu of the geo-textile to inhibit storm water infiltration into the subsoil.
7.20.3.	The aggregate materials utilized to construct the field base must be a properly graded washed crushed stone to provide a balance between stability and permeability. A highly fractured material is desirable to provide the surface stability required for the synthetic turf surfacing, supplemental padding or porous paving as applicable. The graded aggregate particle sizes must be tightly controlled to fall within the bandwidth for all specified sieve sizes with just enough fines to provide stability while still allowing for sufficient drainage. Minimum stability and permeability requirements should be determined and confirmed by an independent certified laboratory prior to construction of the base course.
7.20.4.	The base materials should be thoroughly compacted to prevent differential settlement across the field area. Minimum compaction levels typically should not be less than 95% density as measured by a standard proctor test. Special attention should be given to backfill compaction of any utility trenches that cross the field area. Care should also be taken not to over compact, which could affect drainage.
7.20.5.	If pavement is required by design, the base materials may be porous, conventional asphalt or concrete.

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7.20.6.	Water permeability rates for both the field's surfacing and the field base materials should be designed to accommodate the local weather patterns and storm water management regulations. The permeability of both the field surface and the base materials will typically decrease over the life of the field. An adequate factor of safety should be utilized to provide initial infiltration rates for the completed field above those required by the local weather conditions.
7.21.	Shock Absorbing Resilient Underlayment Systems
7.21.1.	Performance Characteristics: The selection of the cushion layers should be closely coordinated with the performance characteristics of the synthetic turf utilized. The cushion layers should provide shock absorption without compromising footing and surface stability.
7.21.2.	Prefabricated Cushion Layers (Pad): If included in the design, these cushion layers are rolls or tiles of resilient material installed under and occasionally adhered to the synthetic turf backing.
7.21.2.1.	Physical Characteristics: Prefabricated cushion layers are typically comprised of rubber, polyurethane foam, or other suitable materials. The rubber pads are SBR rubber fibers or granules bound together with a polyurethane binder and usually come as roll or piece goods and should be permeable. The foam cushion layers are typically polyurethane or polyvinyl chloride and should be water permeable for drainage.
7.21.2.2.	Performance Characteristics: The selection of the cushion layers should be closely coordinated with the performance characteristics and requirements of the synthetic turf system utilized. The cushion layers should provide shock absorption without compromising footing and/or surface stability.
7.21.2.3.	Water Permeability Rate: The system is to be permeable by design with adequate drainage, perforations through all of the cushioning layers to provide for adequate drainage through the system as specified.
7.22.	Irrigation System:
7.22.1.	The installation of a manual or automatic irrigation system can be considered for synthetic turf installations. Guidelines on whether synthetic fields are watered are determined by factors such as region, climate, turf material, player traffic type, and level of games played.
7.22.2.	It is recommended that the design be reviewed and approved by a recognized irrigation consultant or landscape designer.
7.23.	Seams:
7.23.1.	Each panel or roll should be attached to the next with a seam to form the playing substrate of the field. Seams should be glued with a supplemental backing material or sewn with high strength sewing thread. The bonding or fastening of all system material components should provide a permanent, tight, secure, and hazard-free athletic playing surface.
7.23.2.	Adhesive: Synthetic turf adhesives should be applied by experienced, professional installers. The adhesives should provide a strong, hazard-free, and durable bond between the adjacent turf panels or sections and to be usable for installation under variable weather conditions. The adhesive should also be resistant to water, fungus, and mildew. Synthetic turf adhesives include: one-part adhesives (urethanes), two-part (epoxy or urethane), hot melt, and water-based (latex).
7.23.3.	Seaming Tape: The tape is comprised of a fabric that should be installed below the backing material on both sides of a seam or inlay. The fabric used for seaming tape should provide dimensional strength and enough surface texture and width to bond well with the adhesive and the turf backing material on each side of the seam.
7.24.	Lines and Markings:
7.24.1.	Installation: Lines and markings should be installed on the synthetic turf surface

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	in one of three methods: with paint, with colored fiber that is either tufted or knitted into the synthetic turf panels, or installed as inlays. Tufted in or inlaid lines and markings are a permanent part of the surface.
7.24.2.	Painted lines and markings installed with either permanent or temporary paint require maintenance. Even permanently painted lines require additional paint on a periodic basis.
7.24.3.	Synthetic turf and fibers utilized for the tufted or inlaid lines and markings should be similar to that used in all other areas of the field and installed to the same tolerances.
7.25.	Inserts:
7.25.1.	They can include covers for goal sleeves and anchors and conversion of baseball infield clay areas to synthetic turf.
7.25.2.	The synthetic turf used for the inserts should be similar to that used in the area adjacent to the insert.
7.25.3.	The inserts should be anchored securely to the surrounding areas so that they cannot be displaced by the activities occurring on the field and installed to the same tolerances.
7.26.	Synthetic Turf Material Production Quality Assurance .
7.26.1.	Testing of materials should be performed prior to shipment of product to the job site.
7.26.2.	The synthetic turf rolls should be randomly sampled and tested by the manufacturer who will certify that they meet the specification.
7.26.3.	Testing may include pile composition, pile weight, total weight, pile height, tuft bind (without infill), and grab/tear strength.
7.26.4.	The manufacturer, to certify in writing at the owner request that the test results meet or exceed the synthetic turf specification.
7.27.	Construction and Installation
7.27.1.	Inspection:
7.27.1.1.	Synthetic materials should be inspected prior to installation for:
7.27.1.1.1.	Damaged or defective goods
7.27.1.1.2.	Missing goods or quantities
7.27.1.1.3.	Correct fiber type
7.27.1.1.4.	Correct turf pile height and weight
7.27.1.1.5.	Proper tuft bind
7.27.1.1.6.	Correct backing perforation diameter and spacing, if applicable
7.27.1.1.7.	Materials out of tolerance with the specification
7.27.2.	Sub-Grade Preparation
7.27.2.1.	The sub-grade should provide a stabilized foundation upon which base materials and subsequent components of playing field systems will be installed.
7.27.2.2.	It should also provide the pitched surface on which storm water is directed toward the active drainage system for evacuation.
7.27.3.	Shape and Compaction: Prior to placement of base materials, the sub-grade should be shaped to an appropriate profile and compacted by proof rolling to obtain a firm even surface. Depressed areas should be filled and unsuitable materials removed and replaced with clean fill or aggregate. Compaction should be performed to achieve a minimum of 95% in accordance with ASTM D698 Standard Proctor Method. The appropriate moisture content must be maintained in the field sub-grade to allow for optimal levels of compaction.
7.27.4.	Sub-Grade (Rough) Planarity: The tolerances for the finished sub-grade should not exceed one-half (1/2") inch as measured by a 10-foot straight edge. Grading of the sub-grade shall minimize pending to the extent practical. The use of laser guided and controlled equipment is highly recommended for sub-grade preparation.

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7.27.5.	Aggregate:
7.27.5.1.	Installation of the aggregate base should provide a close, evenly textured surface meeting the required tolerances.
7.27.5.2.	Extreme care should be taken to ensure that there is no disturbance to the sub-grade and that there is no displacement of the soil separator. All disturbed, displaced, or damaged material is to be repaired or replaced.
7.27.5.3.	The aggregate base should be placed in a manner that will produce a uniform and evenly graded mass to the specified depth. The material should be placed and spread by the appropriate equipment and methods in successive horizontal layers not exceeding the depth per synthetic turf manufacturer's specifications. Pockets that occur as a result of stone segregation during installation should be removed and replaced. After correct placement, each lift shall be uniformly compacted with a self-propelled roller to achieve the specified density.
7.27.5.4.	The field base materials should be thoroughly compacted to prevent any significant differential settlement across the area of synthetic turf surfacing. The appropriate moisture content must be maintained in the base materials to allow for optimal levels of compaction.
7.27.5.5.	Finish-Grade Planarity (surface tolerances): Irregularities in the surface of the base materials are typically reflected in the finished field surface. To controlled tolerances the contractor is to use a laser guided and controlled equipment for subgrade preparation. The local deviation of the finished surface of the base stone should not exceed ¼ in. in any direction when measured beneath a 10-foot long straight edge. Hollows and depressions, which may have developed during the process of compacting the base, should be filled with acceptable material and re-compacted.
7.28.	Shock Absorbing Resilient Underlayment System:
7.28.1.	Cushion-Layer (Elastic Layer Pad) Installation: If required by design, the in situ cushion layers should be installed with specialized paving equipment used only for in situ pad. All paving seams should be hand rolled and troweled. All cold joints in the pad should be pretreated with a polyurethane primer. The specified thickness of the in situ pad should be continuously monitored for consistency. The components of the in situ cushion layers should be thoroughly mixed. The mixing ratios should also be monitored for consistency. The cushion-layer system should be securely placed on the field base materials. The in situ cushion surface should not vary more than ¼ in. in 10 ft. as measured in any direction with a string line or straight edge.
7.28.2.	Seam Installation: If required by design, prefabricated cushion-layer systems are typically installed as roll or piece goods. The head seams at the end of each roll should be staggered across the field. When required by the padding manufacturer, all glued cushion-layer seams should be butted together and a permeable or mesh type fabric should be adhered to the surface of the cushion layer at all seam locations to bridge the cushion-layer joints. (This does not apply to sewn seams).
7.28.3.	Resilient Infill: If required by design, the infill material should be applied when in a dry condition and should not be applied unless the synthetic turf is also dry. The infill material should be applied in consistent layers with multiple applications. It is critical to insure that synthetic fibers are not trapped underneath the infill. After application of each layer, the synthetic turf should be dragged and/or brushed according to the manufacturer's recommendations in order to lift the fibers and distribute the infill material into the turf system in a consistent manner.
7.29.	Irrigation System
7.29.1.	Sprinklers located inside the field of play are not acceptable. The installation of multiple infield sprinklers is and can affect the turf's adhesion to the field base.

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	This can have a negative effect on the completed turf planarity and consistency. Use of agricultural, long range sprinkler guns mounted on riser posts or long range perimeter pop-up sprinklers buried at grade level, the popup sprinklers provide discrete, low level, unobtrusive, long range performance with the ability to throw beyond the half way line.
7.29.2.	Sprinkler installation design would allow for minimum spray disruption for slight wind conditions.
7.29.3.	Manual or remote controllers can be offered
7.29.4.	Warning notification sound and visual safety measures to ensure players, spectators and service personnel are not at risk from the water jet as the sprinklers are activated can be offered.
7.30.	Synthetic Turf Installation:
7.30.1.	All synthetic turf systems should be installed to provide stability that will prevent panels from shifting or bunching.
7.30.2.	The synthetic turf panels should be securely fastened together for the warranted life of the system. These seams can be glued or sewn depending upon the synthetic turf system. Seam gaps should be minimal and uniform. For tufted infill systems the gap between the fibers should not exceed the gauge of the tufting. For other synthetic turf systems, the seam gaps should not exceed 1/16 in.
7.30.3.	Edge anchoring may consist of a concrete curb, a treated wood header, a composite material, or a trench drain. These may vary by design and region, but should always provide a secure anchor.
7.30.4.	Inlaid lines and markings should consist of synthetic turf with contrasting colored fiber installed in lieu of painted fiber. Inlay gaps should be uniform. For tufted systems, the gap between the fibers should not exceed the gauge of the tufting. Lines and markings must conform to the appropriate association or organization suggested guidelines for the intended level of use.
7.30.5.	Care should be taken during installation to account for rapid fluctuations in temperature to avoid expansion and/or contraction which can affect the final installation. Temperature extremes should also be carefully monitored. The carpet should never be rolled or unrolled when frozen, which can cause cracking and irreparable damage to the secondary backing.
7.30.6.	Infill material installation to follow the manufacturer's installation recommendations.
7.30.7.	G-Max testing to be performed by an independent testing company or lab.
7.31.	Clean-Up
7.31.1.	Turf contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
7.31.2.	All usable remnants of new material shall become the property of the Member.
7.31.3.	The turf contractor shall keep the area clean throughout the project and clear of debris.
7.31.4.	Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Member.
7.32.	Field Quality Control
7.32.1.	At the time of substantial completion and bi-annually during the life of the warranty, the Contractor shall perform a series of tests using an independent testing agency to evaluate the shock absorption characteristics of the field. The tests shall be performed on a 50 foot grid in both directions using an accelerometer in accordance with ASTM F1936 and ASTM F355. Test the field at a minimum of 12 points and submit the results to the Owner within 30 days of testing. At no point shall any reading exceed 160 Gmax during the life of the warranty. If any point exceeds the maximum deceleration, the Contractor shall

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	make corrections to provide the allowable Gmax deceleration at the Contractor's expense. Owner has the option to engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
7.32.2.	Testing and inspecting of completed applications of synthetic turf system shall take place in suggestive states, in areas of extent and using methods that are industry standard.
7.32.3.	The Contractor is to remove and replace items where test results indicate that it does not comply with specified Gmax requirements.
7.33.	Field Markings and Decorations
7.33.1.	A complete field "Lining, Marking, and Field Boundary" system will be provided with the installation of the surfacing system.
7.33.2.	Field markings are to be installed in accordance with approved project shop drawings and marking plan.
7.33.3.	Tufted lines, hash marks, ticks, and number markings, shall conform to the manufacturers' specifications and recommendations.
7.33.4.	Striping layouts shall be accurately surveyed by the Contractor before installation of tufted field markings.
7.33.5.	Install tufted lines and markings only when the surface is completely dry.
7.33.6.	AEPA Member will provide logos as required in a format that the contractor requires. The Contractor shall submit shop drawing of logo to include colors, dimensions and locations for approval prior to ordering and installation.
7.34.	Synthetic Turf Maintenance
7.34.1.	The turf manufacturer to provide detailed written maintenance instructions and training of maintenance personnel. Maintenance to include but not limited to cleaning, stain removal, minor seam repair, dragging, or redistribution of any infill material, and management of infill compaction. The Vendor Partner can offer equipment and supplies that are required for the maintenance of the synthetic turf surface. Utilizing this equipment as recommended by the turf manufacturer will generate the proper maintenance in relation to any future warranty claims.
7.34.2.	Seam Repair: Seams that open or become loose may require some immediate and temporary gluing until they can be inspected and corrected by the installation builder. The gluing should conform to the written maintenance suggested guide- lines provided by the synthetic turf vendor.
7.35.	Quality Assurance
7.35.1.	Manufacturer - Proposed solutions must be equal to or better than those available from nationally-recognized manufacturers specializing in outdoor synthetic turf products for athletic and recreational facilities.
7.35.2.	Manufacturer Qualifications - Manufacturer must have ten (10) years of experience in the manufacture of synthetic turf systems which meet and/or exceed the standards and guidelines presented herein.
7.35.3.	Engineering Qualifications - The Vendor Partner must have a professional engineer, licensed in the state where the field is to be installed to review and certify that the proposed site, site conditions and synthetic turf system being supplied and installed meets or exceeds the design criteria of the specifications, and the site conditions exceed the minimum requirements of the system's design performance standards set by the manufacturer.
7.35.4.	Installer Qualifications - Factory-trained and certified with a minimum of three (3) years' experience of successfully installing synthetic turf systems. Must have the appropriate contractor's license as required by the state or local jurisdiction where the field will be installed.
7.36.	Project Documents and Submittals
7.36.1.	Design Documents

Item	Description
7.36.1.1.	Planning
7.36.1.2.	Grading Plan
7.36.1.3.	Drainage Plan
7.36.1.4.	Edge Details
7.36.1.5.	Installation Instructions and standards
7.36.2.	Project Schedule
7.36.3.	Shop Drawings - Show all site preparation, materials, supplies and fixtures to be furnished even if provided by others.
7.36.4.	Synthetic Turf Product Data Sheet and Specifications.
7.36.5.	Material Safety Data Sheets (MSDS)
7.36.6.	Testing Requirements
7.36.6.1.	G-Max Testing
7.36.6.2.	Lead and Heavy Metal Testing
7.36.6.3.	All turf fiber, infill, base and subbase, etc
7.36.7.	Maintenance Manual and Instructions
7.36.8.	Samples - Samples of materials and colors as requested by the owner or owner's representative.
7.36.9.	Detail information on all items and work to be provided and/or performed by the Member and stipulate minimum requirements.
7.36.10.	Warranty
7.36.10.1.	Written warranty documents
7.36.10.2.	Warranty insurance policy.
7.36.11.	Cost Proposal - Detail breakdown of all costs associated with the design, manufacture, delivery, installation, and warranty of the proposed solution per contract documents.
7.37.	Project Close-out
7.37.1.	The Contractor and the Member's representative shall conduct a complete and extensive site inspection of all work performed and products provided and installed.
7.37.2.	The Contractor shall provide the necessary testing data to the owner that the finished field installed meets the required shock attenuation, as per ASTM F1936.
7.37.3.	The turf material shall be non-combustible and pass the DIN standard Pill Burn test or ASTM D 2859.
7.37.4.	The Contractor to provide a written acceptance by the turf manufacturer that the turf and base system is installed in accordance with their recommendations prior to final completion.
7.37.5.	Upon completion of the work, the Vendor Partner will present the Member with all documents necessary. to close out the project. Including, but not limited to:
7.37.6.	Certificate of occupancy.
7.37.7.	Maintenance manuals.
7.37.8.	Up to four (4) complete sets of "as built" project drawings, showing the actual locations of seams, drains, in-ground equipment and other accessories installed/provided as required by AEPA Member.
7.37.9.	Minimum of two (2) copies each of any installed equipment as required by AEPA Member.
7.37.10.	Manufacturer's Instructions and Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and markings, procedures of use and executed warranties on installed products and equipment.
7.37.11.	Any state, local and/or manufacturer's inspection report or certificate certifying that all state, local and manufacturer's standards, codes and requirements have been met.

Item	Description		
7.37.12.	All warranty information.		
7.38.	Material Specification, Performance Guidelines, Properties and Lab and Field Tests Requirements		
7.38.1.	All minimum and maximum values take into account acceptable industry manufacturing tolerances plus or minus 2% of the variance.		
7.38.2.	Testing to meet the minimum standards of the Synthetic Turf Council recommendations are for specific purposes such as the following.		
7.38.3.	All minimum values should be evaluated as they relate to the system performance.		
7.38.4.	Site testing shall be at ambient shaded air temperature of 40 - 100°F. Laboratory testing shall be at ambient indoor temperature unless otherwise specified by the test method.		
7.38.5.	Base Materials Test Requirements		
Test Property	Method of Determination	STC Guidelines	Lab/Field Test
Size of particle mix	ASTM D422 Particle size analysis	As per specification	Lab (on site material)
Drainage	ASTM F1551/DIN 18035:6 Permeability to water* ASTM D2434 Permeability of Granular Soils (Constant Head)	Min. of 0.01 cm/s (14 in. per hour)	Lab or Field **
Compaction (Density)	ASTM D698 Compaction Using Standard Effort ASTM D2922 Compaction of Soil In Place by Nuclear Methods	To set criteria for ASTM D2922 Min. 90% Standard Proctor	Lab/Field
Final Grade	ASTM F2157 Test method for Base Material Evenness	Less than 1/4 in. over 10 ft 6mm over 1m	Field
7.38.6.	Determination in the lab: It is necessary to seal the test ring to the base of the sample. The edges of the sample must also be sealed to prevent any water from flowing around rather than through the sample.		
7.38.7.	** Determination in the field: An exact seal is typically not attainable and the test is not as accurate/reproducible due to the lateral flow of water and the problems of determining the areas through which the water is flowing.		
7.39.	Turf Characteristics For Tufted Infill Systems (Typical for High School, Collegiate, and Professional Playing Fields)		
Test Property	Method of Determination	STC Guidelines	Lab/Field Test
Manufacturer of System (name)	Manufacturer Declaration	Not Specified	N/A
Pile Fiber ID	Manufacturer Declaration	Not Specified	N/A

Item	Description		
Primary Backing System ID	Manufacturer Declaration	Not Specified	N/A
Secondary Backing System ID	Manufacturer Declaration	Polyurethane/Latex/Fabrics	N/A
Pile (face weight)	ASTM D5848	Min. 30 oz./sq. yd.	Lab
Primary Backing System Weight	ASTM D5848	Min. 5.5 oz./sq. yd.	Lab
Secondary Backing System Weight	ASTM D5848	Min. 16 oz./sq. yd.	Lab
Pile Height	ASTM D5823	Sport specific or as specified	Lab/Field
Pile Height above infill	Measurement	Must meet system specs	Lab/Field
Yarn Thickness	ASTM D3218	Min. 75 microns	Lab tested
Yarn Denier	ASTM D1577	Min. 500 (nylon)	Lab tested
Grab Tear Strength	ASTM D5034	Min. 150 lbs.	Lab
Tuft Bind	ASTM D1335	Min. Avg. 6 pounds	Lab only
Flammability	ASTM D2859 "Burning Pill"	Passing result tested as installed	Lab
Color Uniformity	Visual	No significant change	Lab & Field
7.40.	Turf Characteristics For Knitted Turf Systems		
Test Property	Method of Determination	STC Guidelines	Lab/Field Test
Manufacturer of System (name)	Manufacturer Declaration	Not Specified	N/A
Pile Fiber ID	Manufacturer Declaration	Not Specified	N/A
Primary Backing System ID	Manufacturer Declaration	Not Specified	N/A
Secondary Backing System ID	Manufacturer Declaration	Glued: Acrylic Loose laid: Polyurethane, or Acrylic	N/A
Pile (face weight)	ASTM D5848	Min. 55 oz./sq. yd.	Lab
Primary Backing	ASTM D5848	Min. 8 oz./sq. yd.	Lab

Item	Description		
System Weight			
Secondary Backing System Weight	ASTM D5848	Glued: Min. 3 oz./sq. yd. Loose laid: 1/4 in. (6 mm) pre-coat & attached cushion weight combined is min. 50 oz./sq. yd.	Lab
Pile Height	ASTM D5823	Min. 0.5 in.	Lab/Field
Pile Height above infill	Measurement	N/A	Lab/Field
Yarn Denier	ASTM D1907	Min. 500 (nylon)	Lab
Yarn Thickness	ASTM D3218	Min. 75 microns PE Min. 50 microns PP	Lab
Grab Tear Strength	ASTM D5034	Min. 350 pounds	Lab
Tuft Bind	ASTM D1335	Min. Avg. 6 lbs.	Lab
Flammability	ASTM D2859 "Burning Pill"	Passing result tested as installed	Lab
Relative Abrasiveness	ASTM F1015	Measurement	Lab
Color Uniformity	Visual	No significant changes	Lab & Field
7.41.	Turf Characteristics For Tufted Polypropylene (Pp), Polyethylene (Pe), Or Nylon Systems (Non-Infill Systems)		
Test Property	Method of Determination	STC Guidelines	Lab/Field Test
Manufacturer of System (name)	Manufacturer Declaration	Not Specified	N/A
Pile Fiber ID	Manufacturer Declaration	Nylon 6 or 6,6; PP, PE	N/A
Primary Backing System ID	Manufacturer Declaration	Not Specified	N/A
Secondary Backing: System ID	Manufacturer Declaration	Polyurethane	N/A
Pile (face weight)	ASTM D5848	Min. 48 oz./sq. yd.	Lab
Primary Backing Weight	ASTM D5848	Min. 6 oz./sq. yd.	Lab
Secondary Backing System Weight	ASTM D5848	Min. 16 oz./sq. yd.	Lab
Pile Height	ASTM D5823 or D6859	Min. 0.45 in.	Lab/Field
Pile Height above infill	Measurement	N/A	Lab/Field
Fiber			

Item	Description		
Conditioning	Manufacturer Declaration	Texturized	N/A
Yarn Denier	ASTM D1907	Min. 500 Nylon	Lab
Yarn Thickness	ASTM D3218	Min. 75 microns PE Min. 50 microns PP	Lab
Yarn Elongation	ASTM D2256	N/A	Lab
Grab Tear Strength	ASTM D5034	Min. 150 pounds	Lab
Yarn Breaking Load (Tensile strength)	ASTM D2256	Mfr. recommended spec	Lab
Tuft Bind	ASTM D1335	Min. Avg. 6 lbs.	Lab
Flammability	ASTM D2859 "Burning Pill"	Passing result tested as installed	Lab
Color Uniformity	Visual	No significant changes	Lab & Field
7.42.	INFILL Materials		
7.42.1.	Infill Materials: The most recent generation of synthetic turf systems utilizes a long pile height and needs to be supported with infill materials for directional stability and structural integrity, as well as resiliency. The infill materials commonly used are sand, rubber, other suitable materials, or combinations of the following:		
7.42.1.1.	EPDM (Ethylene Propylene Diene Monomer) is a polymer elastomer with high resistance to abrasion and wear and will not change its solid form under high temperatures. Typical EPDM colors are green and tan. EPDM has proven its durability as an infill product in all types of climates. Its excellent elasticity properties and resistance to atmospheric and chemical agents provide a stable, high performance infill product.		
7.42.1.2.	TPE (Thermo plastic elastomer) infill is non-toxic, heavy metal free, available in a variety of colors that resist fading, very long lasting, and 100% recyclable and reusable as infill when the field is replaced. TPE infill, when utilizing virgin-based resins, will offer consistent performance and excellent g- max over a wide temperature range.		
7.42.1.3.	Organics: There are several organic infill utilizing different organic components, such as natural cork and or ground fibers from the outside shell of the coconut. These products can be utilized in sports applications as well as for landscaping.		
7.42.1.4.	Silica Sand: This product is a natural infill that is non-toxic, chemically stable, and fracture resistant. Silica sand infills are typically tan, off-tan or white in color and depending upon plant location, may be round or sub-round in particle shape. As a natural product there is no possibility of heavy metals, and the dust/turbidity rating is less than 100. It can be used in conjunction with many other to provide a safe and more realistic playing surface. The round shape plays an integral part in the synthetic turf system. Silica sand have a high purity (greater than 90%) to resist crushing and absorption of bacteria and other field contaminants. Silica sand can either be coated with different materials as a standalone product or can be used to firm up in combination with traditional crumb rubber infill systems.		

Item	Description		
7.42.1.5.	Coated Silica Sand: This class of infill consists of coated, high purity silica sand with either a soft or rigid coating specifically engineered for synthetic turf. These coatings are either elastomeric or acrylic in nature (non-toxic) and form a bond with the sand grain sealing it from bacteria to provide superior performance and durability over the life of a field. Coated sand is available in various sizes to meet the application's needs.		
7.42.1.6.	Crumb Rubber: Two types of crumb rubber infill exist: Ambient and Cryogenic. Crumb rubber infill is substantially metal free, and, according to the STC's Guidelines for Crumb Rubber Infill Used in Synthetic Turf Fields, should not contain liberated fiber in an amount that exceeds .01% of the total weight of crumb rubber, or .6 lbs. per ton.		
7.42.1.7.	Coated Rubber: Both ambient and cryogenic rubber can be coated with colorants, sealers, or anti-microbial substances if desired. Coated rubber provides additional aesthetic appeal, reduction of dust by products during the manufacturing process and complete encapsulation of the rubber particle.		
7.42.1.8.	Hybrid: Constitutes the use of sand, rubber, or other suitable materials in various combinations. (This should not be confused with hybrid carpet systems that consist of a combination of fiber types.)		
Test Property	Method of Determination	STC Guidelines	Lab/Field Test
Material Identification	Manufacturer Declaration	Must meet system specifications	N/A
Grain Size (Particle Size)	ASTM D442 (soil) ASTM D5644 (rubber)	Must meet system specifications	Lab
Depth	Measurement from top of infill to surface of fabric	Must meet system specification at all locations 3/8 in. (± 9 mm)	Lab/Field
Flammability	ASTM D2859 "Burning Pill"	Passing result tested as installed	Lab
Color Uniformity	Visual	No significant changes	Lab/Field
7.43.	Shock Pad Layer Properties		
Test Property	Method of Determination	STC Guidelines	Lab/Field Test
Material Identification	Manufacturer Declaration	Must meet system specifications	N/A
Mix Design	Manufacturer Declaration	Must meet system specifications	N/A
Drainage	ASTM F1551/DIN 18035-6 Water Permeability	Min. of 14 in. per hour	Lab/Field
Components Size Rubber / Stone (gravel)	ASTM F1508 Sieve Analysis	Must meet system specifications	Lab
Evenness	ASTM 2157: Test method for Base Material Evenness	Less than 1/4 in. over 10 ft. (6 mm over 3 m)	Field
Thickness	Measurement	Meet system spec at every point measured	Lab/Field

Item	Description		
		(+1/4 in./-0) (+6 mm/-0 mm) cushion layer	
7.44.	Performance Guidelines		
7.44.1.	The values indicated on these Tables are based on the performance of infill systems currently available and found to be satisfactory nationally and internationally.		
7.44.2.	Performance Guidelines for (North American) Football Fields		
Property	Description	Test Method	STC Guidelines
Shock Absorption	A measure of the surface's ability to absorb impact energy	ASTM F1936 (<i>g-max</i>)	Shall not exceed 200 at each test point*
Deformation	A measure of the degree a surface deforms when a player runs across it	ASTM F2157-02**	≤ 10 mm
Drainage	Measure of water passage	ASTM F1551	14 in./hr. Base 10 in./hr. Turf System
7.44.3.	Performance Guidelines for Soccer Fields		
Property	Description	Test Method	STC Guidelines
Ball Rebound	A measure of how high a ball bounces vertically	ASTM F2117	30% - ≤ 50%
Ball Roll	A measure of how far a ball rolls	EN 12234	4m - 10m
Force Reduction	A measure of the impact energy absorption of a surface when a player runs across it	ASTM F2157-02	55% - 70%
Deformation	A measure of the degree a surface deforms when a player runs across it	ASTM F2157-02*	≤ 10mm
Rotational Resistance	A measure of the foot grip provided by the surface	EN 15301 Method 1	25Nm - 50Nm
Drainage	Measure of water passage	ASTM F1551	14 in./hr. Base 10 in./hr. Turf System
7.44.3.1.	*To prevent compaction the mass must be caught after each impact		
7.44.3.2.	Legend		
7.44.3.3.	ASTM - Test method published by the American Society for Testing and Materials		
7.44.3.4.	EN -Test method published by the European Standards Organization		
7.44.3.5.	FIFA -Test method described in FIFA Handbook of Test Methods and Requirements for Artificial Turf Football Surfaces		
7.45.	Materials Specifications		
7.45.1.	The reference specifications, as established by the Synthetic Turf Council, are "typical" examples of minimums that are most commonly encountered and have fulfilled reasonable expectations for successful performance. Deviations from these minimums can be expected due to product innovations or quality upgrades and can be considered when properly justified in terms of their expected performance.		
7.45.2.	All tests prior to, during, or after installation are to be specifically listed and understood by all parties as to their execution and financial responsibility.		
7.45.3.	Environmental Conditions: Suitable weather conditions are important for the		

Item	Description
	successful installation of the systems.
7.45.4.	In the event of questionable conditions, the manufacturer's recommendation should be obtained to prevent the possible voiding of any warranties (particularly as it applies to adhesives).
7.45.5.	Synthetic Turf Specification
FIBER:	
Material	PE, PP, Nylon 6, or Nylon 6.6
Denier	Must meet system specs
BACKING (primary/secondary):	
Weight primary	Not less than 5.5 oz. Per sq. Yd.
Weight secondary	Not less than 16 oz. Per sq. Yd.
Additional backings	Optional
FABRIC:	
Width	12 ft. to 15 ft.
Tuft bind	> 6.8 lbs. or 30 N
Pile height	Sport specific or as specified
Pile weight	Not less than 30 oz./per sq. yd. Must meet system specifications.
Grab tear strength	Not less than 150 lbs.
Pill burn test	Passing results tested as installed.
INFILL SYSTEM:	Depending on Manufacturer's recommendation.
Depth of infill	Nominal, per Manufacturer's recommendation.
Impact attenuation	The standard for G-max is a maximum value of 165 at each test point. G-max values may vary from location to location on a playing surface. Such variances should be taken into account when setting maximum values.
Water Permeability	Turf cushion layer - min. 10 in./hour
7.45.6.	Knitted Synthetic Turf Specification - Short pile
FIBER:	
Material	PE, PP, Nylon 6, or Nylon 6.6
Denier	Min. 500 Nylon
Thickness	Min. 75 microns PE or PP
BACKING (primary/secondary):	
Ground Yarn	Polyester multi-filaments
Weight primary	Min. 8 oz./sq. yd.
Acrylic	Min. 3 oz./sq. yd.
Polyurethane attached cushion	optional
FABRIC:	
Width	Typically 15 ft.
Tuft bind	N/A
Pile height	Sport specific or as specified
Pile weight	Min. 55 oz./sq. yd.
Grab tear strength	Min. 350 lbs.

Item	Description
Pill burn test	Passing results tested as installed
Total Weight	Min. 66 oz./sq. yd. (without attached cushion)
INFILL SYSTEM:	Depending on Manufacturer's recommendation
Impact attenuation	The standard for G-max is a maximum value of 165 at each test point. G-max values may vary from location to location on a playing surface. Such variances should be taken into account when setting maximum values.
Water Permeability	Turf cushion layer - min. 10 in. per hour base materials - min. 14 in. per hour
7.45.7.	Tufted Synthetic Turf Specification - Short pile
FIBER:	
Material	Nylon 6, Nylon 6.6, PE or PP
Denier	Min. 500 nylon
Thickness	Min. 75 microns PE Min. 50 microns PP
BACKING (primary/secondary):	
Woven PP/non-woven	Single or multiple
Weight	Min. 6 oz./sq. yd.
Scrap Coat	Min. 16 oz./sq. yd.
Attached cushion Secondary and/or cushion	Min. 32 oz./sq. yd. (as required)
FABRIC:	
Width	12-15 ft.
Tuft Bind	>6.8 lbs. or 30 N
Pile Height	Sport specific or as specified
Pile Weight	Min. 48 oz./sq. yd.
Grab Tear Strength	Min. 150 lbs.
Pill Burn Test	Passing results tested as installed
Total Weight	Depending on individual construction
SYSTEM:	
Impact attenuation	The standard for <i>G-max</i> is a maximum value of 165 at each test point. <i>G-max</i> values may vary from location to location on a playing surface. Such variances should be taken into account when setting maximum values.
Water Permeability	Turf/cushion layer: min. 10 in./hour Base materials: min. 14 in./hour
7.45.8.	Shock Pad-Pre-Fabricated Pad Systems Specification
Typical Requirement	
Thickness	0.375 in. ± 10%
Density	4.0 lbs./cu. ft. ±10%
Weight	38 oz./sq. yd.
Width	4 ft.
25% Compression Resistance (ASTM D1667)	10-12 psi
Tensile Strength	Typically 75 psi

Item	Description		
(ASTM D412)			
7.45.9.	Shock Pad-In Situ Systems Specification (typical ranges)		
Thickness:	35 mm	25 mm	20 mm
Density:	2 lbs./cu. ft.	1.5 lbs./cu. ft.	1.2 lbs./cu. ft.
Weight:	56 lbs./sq. yd.	40 lbs./sq. yd.	32 lbs./sq. yd.
Component:	SBR	Aggregate	PU Binder
	1-5 mm	1-3 mm	
Percentages (by weight):	60-63%	30-32%	5-10%
7.45.9.1.	Mix Design (all percentages by weight)		
7.45.9.1.1.	Note: Typically the mix design is determined first, to satisfy the needs of the field in relation to its declared use. The mix design then will determine the weight, density, and thickness which should fall within the parameters indicated.		
7.45.9.1.2.	SBR granules to be dust free, no elongated particles are allowed.		
7.45.9.1.3.	Aggregate to be washed/clean, preferably round (pea gravel).		
7.45.9.1.4.	Application to be performed by the use of continuous mixing device and suitable paving equipment.		
7.46.	Warranty		
7.46.1.	The Prime Contractor shall provide a warranty to the owner that covers defects in the prep-work, installation and workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's onsite representative.		
7.46.2.	Manufacturer's warranty shall include for a period of eight (8) years:		
7.46.3.	General wear and damage caused from UV degradation.		
7.46.4.	The artificial grass field turf must maintain an ASTM 355 G-max in accordance with product specifications for the life of the warranty.		
7.46.5.	The warranty shall specifically exclude vandalism and acts of God beyond the control of the owner or the manufacturer.		
7.46.6.	Surface and the adhesives used in the installation are and will be free from defects in material and workmanship.		
7.46.7.	All defects for failures relating to field construction, drainage, synthetic grass seam rupture, and synthetic yarn UV stability, excessive wear and tensile strength.		
7.46.8.	The warranty must be supported by a paid-up insurance policy from an A.M. Best A-Rated insurance company to ensure that, if warranty work is required during the full eight (8) year required warranty period, the work can be obtained even if the manufacturer/Vendor Partner shall go out of business or no longer exist.		
7.46.9.	100% of field is covered for the entire warranty period in case of catastrophic failure.		
7.46.10.	There are no periods of non-coverage during the warranty period.		
7.46.11.	No annual deductible per field for warranty repairs.		
7.46.12.	The Prime Contractor shall provide a warranty to the owner that covers defects in the prep-work, installation, and workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's on-site representative.		
7.46.13.	The Vendor Partner may offer extended warranties or maintenance agreements if available at an additional cost to Members. The maintenance contract must be offered as a separate line item.		

Item	Description
7.47.	The Contractor shall provide the necessary training for the proper care and maintenance for all material and equipment in order for them to develop a complete knowledge and understanding of the supplies, materials and equipment required to maintain and keep the synthetic turf system in good working condition through its product lifecycle.
7.48.	Optional Equipment and Accessories
7.48.1.	The Vendor Partner can offer and install in-ground equipment and accessories to include but is not limited to:
7.48.1.1.	Pole Vault Pit -The Vendor Partner shall provide synthetic surfacing material plugs, which are to be installed level to the surfacing of the respective runway and be of similar texture as the surrounding synthetic surfacing.
7.48.1.2.	Take-Off Boards
7.48.1.3.	Shot Put Toe Boards
7.48.1.4.	Shot Put Rings
7.48.1.5.	Discus Rings
7.48.1.6.	Combination Hammer/Discus Cage and cage must meet IAAF rules
7.48.1.7.	Hammer/Discus Conversion Ring
7.48.1.8.	Water Jump Hurdle with sleeves
7.48.1.9.	Water Jump Cover - The Vendor Partner is to install track surfacing onto the cover. The cover, when installed with synthetic surfacing on it, shall be flush with the surrounding area.
7.48.1.10.	Removable Track Curbing. The curb shall meet the requirements of the IAAF.
7.48.1.11.	Long Jump Sandpits and Traps.
7.48.1.12.	Sand - All sand for the long/triple jump sand pits shall be clean, washed, white sand, containing not more than five percent (5%) clay and shall be free of trash, organic matter, and rock. Installed sand shall meet all specifications of the IAAF - washed river sand, 0 to 2mm graining, no organic components, max 5% of weight up to 0.2mm. Prior to installation, the Vendor Partner shall provide the Member with a one (1) gallon sample for approval.
7.48.1.13.	Football goal posts and soccer goals
7.48.1.14.	Batting Cages
7.48.2.	Field groomer and sweeper
7.48.3.	Replacement of grass or re-seeding of natural grass as part of the synthetic turf project.

8. Pricing – See Pricing section in Part A – General Terms & Conditions for details

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

- G.1 Base Bid Pricing (Required), All turf product offering will need to be added.
- G.2 State Multiplier (Required)
- G.3 Volume Discounts (Optional)

8.2 Bid pricing will be evaluated on a combination of items from both the Base Bid Pricing and State Multiplier pricing submittal. AEPA may also include as part of the evaluation process football, soccer, and baseball field with state multiplier on a site ready for installation for various AEPA Members. See Evaluation, Approval and Award in Part A, V. General Terms & Conditions for All Agencies for additional information.