

INVITATION FOR BID

IFB Data

IFB Number: AEPA IFB #002

NIGP Commodity Titles:	Listing of Bid Items
410, 415, 420, 425	A. School and Office Furniture
204, 206, 207, 208	B. Technology Catalog
405, 830	C. Fuel
285, 445, 450	D. Industrial Supply Catalog
155	E. Modular Buildings / Portable Classrooms

IFB Contents Overview

The IFB has been divided into four (4) sections.

- Section I indicates Procedures to prepare a response.
- Section II states the general and agency specific Terms and Conditions.
- Section III indicates the Specifications for the bid items.
- Section IV incorporates the Forms used in the bid response.

IFB Legal Advertisement

ADVERTISEMENT FOR BID

Sealed Bids will be received on behalf of [Educational Agency] until 1:30 p.m. EST, Monday, November 12th, 2001 for: 1. School and Office Furniture; 2. Technology Catalog; 3. Fuel; 4. Industrial Catalog; and 5. Modular Buildings / Portable Classrooms.

All bids must be submitted to Wilson Education Center, 11440 Highway 62, Charlestown, IN 47111-9400, in a sealed envelope marked "SEALED BID AEPA #002" on the front of the envelope. Note that bidders must be able to provide products and services in an 18 state area including Arizona, Colorado, Indiana, Kansas, Kentucky, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, South Dakota, Texas, Washington and Wyoming. A list of qualifications and specifications, instructions to bidders and bid forms may be obtained upon request by fax [Educational Fax], mail [Educational Address], e-mail [Educational Email] or downloaded from the web ([Educational website] or www.aepacoop.org). [Educational Agency] reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of [Educational Agency].

* In each participating state the term [Educational Agency] will be substituted by the name of the individual agency in that state, and appropriate phone numbers, e-mail address and web address.

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I. Bid Procedures

A. Issuing Agency

The great advantage to this Invitation For Bid (IFB) is that one response may be prepared for award by several agencies and their members located throughout many states. Vendors selected in response to this single IFB can provide products and services to local education agencies serving over 12,000,000 students. Several Educational Service Agencies (herein after called Agency or Agencies) have joined together in the Association of Educational Purchasing Agencies (AEPA) to produce this IFB. Each Agency will individually publish the IFB. Responses will be sent to a single receiving point for all Agencies. Responses will be evaluated by all Agencies collectively, and individual awards made by each Agency to the selected vendors. The following indicates the various states that are participating as noted in the table below which lists the State, Agency Name, Contact, Email and number of Students served.

STATE	AGENCY NAME	CONTACT	EMAIL	STUDENTS
Arizona	Mohave Educational Services Cooperative	David Wasson	wasson@mesc.org	1,364,748
Colorado	Colorado BOCES Association	John Tillman	jtillman@slvbocs.org	724,508
Indiana	Wilson Education Center	Larry Risk	lerisk@wesc.k12.in.us	600,000
Kansas	Southeast Kansas Education Service Center	John Staton	john.staton@greenbush.org	176,000
Kentucky	Kentucky Educational Development Corporation	Terry Hoffman	thoffman@kedc.coop.k12.ky.us	500,000
Minnesota	North Central Service Cooperative	Mike Hajek	mhajek@ncscmn.org	500,000
Missouri	Cooperating School Districts	Tom Post	tom@reapmail.net	500,000
Montana	Montana Cooperative Service Corporation	Frank Loehding	floehd@mtcoop.org	50,000
Nebraska	Nebraska ESU Cooperative Purchasing	Lynn Thorpe	lthorpe@esu17.org	350,000
New Mexico	Cooperative Educational Services	Max Luft	mluft@nmedu.org	350,000
North Dakota	North Dakota Educators Service Cooperative	John Jankowski	jjankows@sendit.nodak.edu	10,470
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mecdc.org	1,300,000
Oregon	Umatilla-Morrow ESD	Tammy Standley	tstandle@umesd.k12.or.us	600,000
Pennsylvania	Central Susquehanna Intermediate Unit #16	Jeff Kimball	jkimball@csiu.org	288,588
South Dakota	Mid-Central Educational Cooperative	Dan Guericke	midcentr@midstatesd.net	32,000
Texas	Region IV Education Service Center	Stuart Verdon	sverdon@esc4.net	4,123,000
Washington	King County Directors Association	Ron Ricketts	rricketts@kcda.org	975,349
Wyoming	Northeast Wyoming Board of Cooperative Educ Services	David Swantek	dis@mail.wy-net.com	89,553

AEPA rules for membership permit new Agencies to become members upon approval of existing members. If additional Agencies are added, they and their members may procure from this existing bid upon approval of the awarded vendors and in accordance with their state laws.

B. Timelines

Publication of the IFB will occur during the weeks of September 23 and September 30, 2001. The IFB will be available on the AEPA website as of September 23, or the next working day. Mailing of the IFB to registered vendors will occur by the Agencies beginning September 23, or the next working day. Questions regarding the IFB may be submitted in writing until November 2. Bids must be received on or before Monday, November 12, 2001 by 1:30 p.m. local time.

C. Questions

Submit all questions about the IFB, in writing, referencing AEPA Bid #002, to Tammy Standley, 2001 SW Nye, Pendleton, OR 97801, by fax to Tammy Standley at (541) 966-3205, or by email to Tammy Standley at Tammy_Standley@umesd.k12.or.us. All questions and responses will be available on the website (www.aepacoop.org) as addenda, and will become part of the bid documents. Those not having access to the Internet may call Tammy Standley at (541) 966-3119 to determine if addenda have been issued, or may request to Tammy Standley in writing or by fax that copies of the questions and responses be mailed. Questions received less than seven (7) days prior to bid due date will not be answered.

D. Bidder Qualifications

All bids must contain answers or responses to the items listed below. Any bidder failing to provide the required documentation may be considered non-responsive. One essential part of the bid evaluation process is for the Agency to qualify the company being considered. After the evaluation process is finished and a contract is awarded, the information may be provided to the Agency's member institutions considering the purchase. This is your opportunity to present your company to those interested evaluators and, if awarded, staff of member institutions.

Bidders must be able to provide products and services to all AEPA members. The bidder should have extensive knowledge and at least three (3) years experience with the installation and maintenance of the equipment, service, or software offered.

Public companies must provide their most recent yearly report to stockholders. Private companies must answer the five questions below:

1. Write a brief history of your company that includes the type of business and its philosophy of doing business. Generally, the Agency will not accept a bid from a business less than three (3) years old, or which has failed to establish a proven record of business. If the bidder has recently purchased an established business, or has proof of prior success in this business, or a closely related business, please provide written verification. Agency reserves the right to accept or reject newly formed companies based solely on information provided in this response, and from its own investigation of the company. Since any contract awarded by the Agency is a recommendation to schools to do business with the vendor, companies with little or no demonstrated ability to perform may be placing schools at risk.
2. Indicate the location of the headquarters of the company; provide address, city, and state. List any branch offices in the state of any AEPA member. Note how long your company has provided the services/products you are proposing. Provide the name, title, qualifications and experience of the your employees, agents, and/or sales force that will work under this contract.

Describe your company's facilities in terms of square feet, product output, and equipment available, number of service staff, and amount of inventory in stock on day-to-day basis. Being able to respond, provide service/product, and assist Agency's members in a reasonable time line is a must.

3. A major problem often faced by companies awarded an Agency contract is rapid growth, followed by cash flow difficulties. For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures"). If you have and/or intend to assign payments to, or for factoring with a financial institution, please provide a list of name(s), contacts, and phone numbers. If you enter into any assignment agreements, will you sign a notarized power of attorney that grants the company receiving the assignment the right to endorse payments from the Agency? Please attach a sample assignment or factoring agreement with your bid if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the Agency vendor. Since the Agency requires a 45-day term rather than the more traditional 30-days, such payment arrangements may be necessary.

4. Provide with this IFB a certificate of verification of comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Proof of insurance is required before any work can commence. You must provide a certificate that names Agency as a certificate holder. Normally, this is a free service provided by an insurance company. Bonding may be required for construction projects; please provide documented evidence of your bonding capacity and bonding rate.

5. It has been Agency's experience that a gap often exists between the management (those who respond to IFB's) and sales staff (those who contact the public educational institutions) that results in problems. Indicate training received by your sales staff have that gives you confidence in their ability to serve the needs identified in this IFB. Name your key sales people who will be assigned this contract. Provide a brief description of each person's qualifications that includes title, work experience, educational background, and related skills.

E. Bid Submission

1. Preparation of the Bid Response

a. All bids shall be on the forms provided, or on forms that duplicate the information in the exact order presented. Telegraphic bids, electronic mail, or fax machine bids shall not be considered.

b. The person authorized to sign the bid must submit the Bid and Contract Award document with **original ink signature**. If a company or corporation submits the bid, an official or duly authorized agent shall sign the bid documents. Powers of Attorney, which authorize agents or others to sign bid forms, must be properly certified by resolution of the Board of Directors, attested to by the Secretary of the corporation, and attached to the bid document. Mistakes may be corrected prior to 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.

c. In case of an error in extension of prices in the bid, unit prices shall govern.

d. Periods of time, stated as a number of days, shall be in calendar days, not business days.

e. 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.

f. 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 Agency and a vendor 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. Subjective judgment on the part of Agency evaluators is implicit in this process.

2. Format of Bid

a. Two (2) originals of the bid response shall be submitted on the forms, and in the format contained in the IFB. The bid shall contain all descriptive literature, specifications, samples, etc. All bids shall be submitted in three-ring binders. Upon award of contract, vendor shall provide a duplicate original of their response to each Agency.

b. The forms and format as contained in this IFB shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All bids must be completed in ink, on a computer or be typewritten. No pencil submissions are allowed. Forms may be filled in by hand, but should be printed.

c. In preparing a bid, a vendor should present a point-by-point response to each relevant term, special terms, consideration, or specification. Should the bidder take any "exceptions" to this IFB, a summary of those items must be included in the response to be considered valid.

3. Contents of Bid

In order to insure that every bid receives a fair evaluation and comparison, it is required that each vendor organizes his/her bid in the following manner:

- a. Step One: Obtain a three-ring binder and a set of six index dividers.
- b. Step Two: Prepare your Table of Contents with the tabs in this order:
 - Tab 1: Introduction
 - Signed Bid, Acceptance of Bid and Contract Award (page 98)
 - Executive Summary (a one page description of what you are bidding on this contract and how it best meets Agency's needs)
 - The Bid Affidavit Signature Page (with Notarized signature) (page 99)
 - Tab 2: Terms and Conditions

- General Terms and Conditions (copy of each page in order)
- Acceptance of all General Terms and Conditions (page 111) (first line must be signed)
- Agency/State Specific Terms and Conditions (copy of each page in order)
- Acceptance of Agency/State Specific Terms and Conditions (page 111) (second line must be signed)
- Categorical Terms and Conditions and Specifications for only your category (copy of each page in order)
- Acceptance of Special Terms and Conditions and Specifications (page 111) (third line must be signed)

Tab 3: Vendor Qualifications (provide one of the two below)

- Stock holders report or
- Answers to questions 1-5 (pages 5-6)

Tab 4: Cost Submittal

- Prices for categories 1, 2, 3, 4, or 5 (pages 101-108)
- Additional price instructions

Tab 5: Required Forms

- Bidder's Support for Agency Prices (page 112)
- Questionnaire for Bidder (pages 109-110)
- Required Categorical Responses

Tab 6: Bidder's Submission Check-Off Form and Bid Bonds

- Bidder's Submission Check-Off Form (page 113)
- Bid Bonds

c. Step Three: Go to the last page of this RFB and complete the final check-off list. Sign it and place it after Tab 6. Send your bid so that it arrives on or before Monday, November 12, 2001 by 1:30 p.m. Eastern Standard Time.

Bids are to be submitted in a sealed envelope/package with the bid number, category, date and time of bid opening clearly marked on the outside.

d. Step Four: Before you seal your bid, ask yourself this question, "Did I really give my best prices to the schools?" Be sure the cover sheet is signed, and that all forms are enclosed. After this verification, make a copy of the bid for yourself. Submit your bid as indicated below.

4. Location for Submission

Sealed bids will be received until 1:30 p.m. Eastern Standard Time on Monday, November 12, 2001, either hand delivered to the Wilson Education Center, 11440 Highway 62, Charlestown, IN 47111-9400 or by mail at the same address.

F. Bid Award

1. Bid Review

Commencing on Monday, November 12, 2001 immediately after 1:30 p.m. Eastern Standard Time, bids shall be publicly opened and reviewed by the designated Agency representative. Recommendation of award and notification to all respondents will be made by December 30, 2001.

2. Evaluation Factors

To qualify as a responsive bidder, a bid must have been submitted on time, and materially satisfy all mandatory requirements identified throughout the IFB. To be considered responsive, a bid must substantially conform to all of the specified requirements in the IFB in the judgment of the Agency representative. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful vendor will be held responsible therefore. Deviations or exceptions stipulated in vendor responses, while possibly necessary in the view of a particular vendor, may result in the bid being classified as non-responsive. Language to the effect that the vendor does not consider this bid to be part of a contractual obligation will result in that vendor's bid being disqualified. Due to the unpredictable nature of what any particular vendor may wish to stipulate with regard to exceptions, exclusions, or limitations of liabilities, vendors are forewarned that Agency reserves the right to classify a response as non-responsive if comments limit vendor performance. Terms of the IFB that any vendor considers particularly unwarranted, and to which that vendor would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations. Each bid will be evaluated according to the vendor qualifications listed below. A selection of "Yes" indicates the bid is responsive and a selection of "No" indicates the bid is non-responsive for that item.

a. Vendor Qualifications

Indicate either

Yes No Copy of most current stockholders report (Page 5)

Or

Yes No Brief history of company that includes its philosophy of doing business (Page 5, Item 1)

Yes No Company's location, key people, facilities, and ability to perform (Page 5, Item 2)

Yes No Financial qualification and business stability (Page 5, Item 3)

Yes No Verification of insurance and levels of coverage
(Page 6, Item 4)

Yes No Key sales people who will be assigned this contract
(Page 6, Item 5)

b. Responses to Specific Requests in Each Category

Yes No Copy of General Terms and Conditions
(Place after Tab 2)

Yes No Acceptance of General Terms and Conditions
(Place after Tab 2)

Yes No Copy of Agency/State Terms and Conditions
(Place after Tab 2)

Yes No Acceptance of Agency/State Terms and Conditions
(Place after Tab 2)

Yes No Copy of Category Terms and Conditions and Specifications
(Place after Tab 2)

Yes No Acceptance of Category Terms and Conditions and Specifications
(Place after Tab 2)

Yes No Required Categorical Responses (Place after Tab 5)

c. Cost

Yes No Listing of materials, services and products that meet or exceed
specifications with related costs

3. *Cost Considerations*

The resultant contract between Agency and the contractor shall be for a fixed price or fixed discount off current retail price with indefinite quantity. Agency will not be liable for any cost in bid application. Travel and per diem are reimbursed in accordance with the Mileage and Per Diem Act (or relevant legislation) of the state of the Agency.

4. *Important Notice to Bidders*

Agency is an educational service agency that provides needed education-related services to public institutions. Various Agencies may require different methods of preparing purchase orders. Some Agencies have the individual members prepare purchase orders to them, and then they prepare the purchase orders to vendors. Other Agencies request that you receive the purchase orders from the individual members. Bids that require minimum purchases or minimum dollar amounts on a purchase order may be either rejected, or have very little business if accepted.

II. Terms and Conditions

A. General Terms and Conditions

General Terms and Conditions (for all states)

Acceptable Quality Level (AQL): Agency expects that manufacturers in today's competitive market strive for zero defects per hundred units. The AQL for this contract is zero defects per hundred units; if the quality level falls below three (3) defective units per hundred delivered/installed, Agency reserves the right to cancel the contract following the procedures described in this solicitation. [Caveat venditor]

Advertising: Contractor shall not advertise or publish information concerning this contract prior to the award being announced by Agency. Once the award is made, the contractor may advertise to Agency members that products/services are available.

Agency: Agency shall be the entity identified in the table on page 4 of this document that has chosen to participate in this bid. Not every listed entity may elect to participate in this bid once the responses are reviewed.

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 Agency shall govern this contract, and suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the Agency, shall fully apply. Vendor shall comply with any and all laws, whether local, state, federal, tribal or otherwise, applicable to any aspect of the work to be performed in relation to the contract. It shall be vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

Arbitration: This contract is subject to arbitration only to the extent required by Procurement Code (see Procurement Code).

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

Audit Rights: In accordance with applicable law of the state of Agency, the contractor's books and records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resultant agreement, is issued under the general authority of the State laws of the Agency (see also Procurement Code). In addition, any relevant School District Procurement Rules published by the State Board of Education, are considered part of this contract. Cooperative Purchasing Agreements between Agency and members, (and if applicable affiliate members), have been established under state law of the state in which the Agency exists.

Awarding of Contract: Agency reserves the right to award the entire contract to one bidder, multiple award, 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 its members. A response to this solicitation is a bid to contract with Agency based upon the terms, conditions, and scope of work and specifications

contained in this request. A solicitation does not become a contract unless and until it is accepted by Agency. A contract is formed when an Agency administrator and, if required, Agency Board approves and signs the Acceptance of Bid and Contract Award document, eliminating the need for a formal signing of a separate contract.

Bid Opening: Bids shall be opened at the time and place designated in this document and in a manner prescribed by each Agency. The name of each bidder shall be publicly read and recorded in the presence of witnesses.

Bidder/Contractor: The generic term for the firm that submits a response to this invitation shall be “bidder”. For the purpose of this solicitation, “bidders” will be considered “contractors” when the bid has received approval of the AEPA, and the response is accepted by Agency.

Bidder Acceptance Period: In order to allow educational agencies the opportunity to evaluate the bids, Agency requires that a bid in response to this solicitation be valid and irrevocable for ninety (90) days after opening time and date.

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

Cancellation: Agency reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. Agency will issue written notice to the contractor for acting or failing to act in any of the following: 1) The contractor provides material that does not meet the specifications of the contract; 2) The contractor fails to adequately perform the services set forth in the specifications of the contract; 3) The contractor fails to complete the work required or to furnish the materials required within a reasonable amount of time; 4) The contractor fails to make progress in the performance of the contract and/or gives Agency reason to believe that the contractor will not or cannot perform to the requirements of the contract; 5) The contractor fails to observe any of the terms and conditions of the contract; 6) The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the Agency. Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the contractor files for bankruptcy protection, or is acquired by an independent third party. Each party shall follow the following procedure if the contract is to be terminated:

Step 1. Issue a warning letter outlining the violations and state the length of time (10 days in most states) to correct the problem(s).

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

Step 3. Issue letter to cancel contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to Agency. Failure on the part of the contractor to address adequately all issues of concern may result in contract cancellation. Contractor may cancel this contract upon thirty (30) days written notice to 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 Agency.

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.

Certificate of Insurance: Prior to commencing services under this contract, the contractor must furnish Agency certification from insurer(s) for minimal coverage, to be maintained in full effect during the term of this contract (see page 6). The contractor's insurance company shall issue the certificate with Agency named as the certificate holder. In addition, contractor must be willing to provide, upon request, certification of insurance to any Agency member using this contact. If the contractor will use vehicles and workers at the member's location, evidence of workmen's compensation and auto liability insurance must be provided.

Certification: By signature in the bid section of the Contract Award page, the contractor certifies: 1) The submission of the bid did not involve collusion or other anti-competitive practices; 2) The contractor shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); 3) The contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and 4) The contractor agrees to promote and offer to members only those materials and/or services as stated in and allowed under resultant contract(s) as Agency contract items.

Christian Doctrine: Any clause required by rule or regulation to be included in this contract will be read as if in this contract, whether or not physically included.

Clarification: As used in the 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 Agency or as initiated by the bidder. Clarification does not give the bidder an opportunity to revise or modify its bid.

Competitive Range: Since Agency often receives many bids for one solicitation, it may be necessary to establish, as part of the evaluation process, a competitive range of acceptable bids for the purpose of further discussions. Bids not in the competitive range are unacceptable and not considered further.

Confidential Information: If a bidder believes that any or part of its bid should be withheld from public inspection, i.e., financial information, a statement advising Agency of this fact shall accompany the submission. Agency shall review the statement and shall determine in writing whether the information shall be withheld. If Agency determines to disclose the information, the Executive Director of Agency shall inform the bidder in writing of such determination.

Contract Type: 1) Fixed discount off retail or off published education/catalog price list; or 2) Fixed price with economic adjustment (bidder must identify in writing in this IFB any contingencies prior to approval). This is an indefinite quantity contract. A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted thirty (30) days prior to the annual renewal date. Justification for any adjustment shall be in writing and be accompanied by appropriate documentation. Any escalation that exceeds the CPI per contract year may be rejected unless market forces can be fully documented. Any price adjustment must be the same for each Agency.

Contractor's Price List: The contractor shall furnish Agency with copies of the approved price list to facilitate members in placing orders. Unless the contractor is the manufacturer, manufacturer's suggested retail prices (MSRP) shall be used to establish discount rates. Vendors of products without a MSRP or published price list must submit a fixed price contract.

Cooperative Purchasing Contracts: The Contractor agrees all the prices, terms, warranties and benefits granted by the Contractor to Agency members through this contract are comparable to or better than the equivalent terms being offered by the Contractor to any present customer meeting the same qualifications or requirement. If the Contractor shall, during the term of this Contract, enter into arrangements with any Agency member providing

greater benefits or terms that are more favorable directly to the member, the Contractor agrees to notify Agency of the agreement.

Cost: The cost or price of a bidder's goods or services will not cancel out technical competence as identified in the specifications; cost is an important factor and its importance will increase as the degree of equality of technical competence between bids increases.

Cost of Bid Preparation: Agency will not reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The bidder must agree not to place Agency on "credit hold" without 10-days advanced notice in writing, either by letter or facsimile. Before Agency can pay a vendor's invoice, it must collect payment from the school district or political subdivision that received the product. [Agency believes it is better for the vendor if Agency places the slow-paying member on "credit hold;" if a vendor places Agency on credit hold, agencies that pay promptly are penalized. If, on the other hand, Agency places the offending member on "credit hold", payment is more likely to result and only the offender is disciplined.]

Current Products: All bids shall be for equipment, supplies, commodities and software in current production and marketed to the general public and educational/governmental agencies.

Default in One Installment to Constitute Total Breach: Vendor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Agency reserves the right to declare a breach of contract if the contractor delivers nonconforming materials to any member or affiliate member of Agency under this contract.

Delivery: It is desired that delivery be made within thirty (30) days of receipt of the purchase order. The bidder should list exceptions. Ownership occurs only upon receipt of goods in good condition.

Defective Goods: Vendor agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor must agree to arrange for return shipment of damaged goods.

Descriptive Literature and Brand Names: All bids are to include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify equipment and software.

Disbarment and Suspension By signature accepting Agency terms and conditions, I certify on behalf of the company and its' key employees that neither the company or its key employees have been proposed for debarment, debarred, or suspended by any Agency or Federal Agency.

Discontinued Products: In the event that the manufacturer discontinues a product or model, Agency will allow the vendor to substitute a new product or model if the pricing discount is at least equivalent to the discontinued product or model.

Estimated Quantities: Agency anticipates considerable activity resulting from this solicitation; however, no commitment of any kind is made concerning quantities actually to be acquired. Agency does not guarantee usage; usage depends on the actual needs of Agency members and marketing by the vendor.

Evaluation: In accordance with accepted standards of competitive sealed bid awards as set forth in the Procurement Code of the state of Agency, competitive sealed bid awards will be made to lowest responsive and responsible bidder. To qualify for evaluation, a bid must have been submitted on time, and materially satisfy all mandatory requirements identified in this document. To be considered responsive, a bid must reasonably and

substantially conform to all the terms and conditions in the solicitation. Deviations or exceptions stipulated in vendor response, while possibly necessary in the view of the vendor, may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation will result in that vendor's bid being disqualified.

Exculpatory Provisions: All parties to this contract agree to save harmless one another from simple negligence.

Federal Requirements: Contractor 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 contractor agrees to post wage rates at the work site and submit a copy of their payroll to the Agency member for their files. In addition, to comply with the Copeland Act, the contractor must submit weekly payroll records to the Agency member. The contractor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to Agency members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, vendor 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. Contractor 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 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; tsunamis; wind shears; squalls; Chinooks; blizzards; hail storms; volcanic eruptions; meteor strikes; famine; sink holes; avalanches; 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 force majeure 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 this agreement. 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, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

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.

Gratuities: 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 contractor or any agent or representative of the contractor, to any employee of Agency with a view toward securing a contract or with respect to the performance of this contact. 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 Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Improper Delivery: Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this contract, the purchasing member may: 1) reject the whole; or 2) accept the whole; or 3) accept any commercial unit or units and reject the rest.

Indemnification: Contractor shall indemnify, defend, and save harmless Agency, from any and all claims, demands, suits, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Agency 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 contractor, its employees, agents, representative, 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 contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of Agency, or its employees.

Installation: Equipment that requires professional installation shall be installed within four (4) weeks of product delivery, unless Agency or member asks that installation be delayed. Equipment shall be installed in accordance with the manufacturer's instructions.

Insurance: Prior to commencing any work, the contractor and any subcontractors shall procure, with the contractor (prime) and Agency member as additional insured parties, and thereafter maintain, at its own expense, until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime. All contractors will provide worker's compensation insurance that waives all subrogation rights against the prime and the Agency member.

Late Bids: Late bids shall not be considered except as authorized by the Procurement Code of the state of the Agency. Late bids will be returned within ten (10) days, upon request, unopened.

Leases and Rentals: Contractor may allow Agency members to rent, lease or lease purchase. Agency must receive a copy of the executed leasing documents prior to processing a purchase order. Agency will not collect monthly lease payments. Contractor agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Contractor must indicate in their response to this solicitation if the shipping costs for the return of leased or rented equipment is the responsibility of the member, and what that cost will be. No sale of a contract to a third party will be made without informing the Agency member of the transfer. If contractor 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.

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

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

Licenses: Contractor shall maintain in current status all federal, state and local licenses, bonds, and permits required for the operation of the business conducted by the contractor. Any contractor using subcontractors must hold a current general contractor's license, as required by law.

Member(s): Members include the members of Agency, and if they exist, the affiliate or associate members of Agency, and other qualifying entities throughout Agency.

Money: All transactions are payable in U.S. currency only.

Most Favored Customer: Although Agency expects contractors to bid their very best prices to Agency members; nothing in this contract establishes a most favored customer relationship between Agency and the contractor. The contractor may respond to any solicitation from any public procurement unit without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to its Agency customers at the same time by facsimile or written notice. If upon discovery, Agency verifies that the contractor is offering Agency members lower prices outside this contact, Agency reserves the right to cancel this contract.

Multiple Awards: Throughout the United States, participating Agencies have a large number of members. In order to assure that any ensuing contracts will allow Agency to fulfill current and future requirements, Agency reserves the right to award contracts to multiple vendors. The actual use of any contract will be at the sole discretion of Agency's members. Each bidder should take the fact that Agency may make multiple awards into consideration. It is Agency's discretion to award multiple contracts, to award only one contract, or to make no awards.

New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Dealers may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. Agency may reject any additions, without cause.

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 contractor shall not have the right to substitute a conforming tender without written consent of all parties involved.

Nonexclusive Contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of local procurement units. Agency reserves the rights to obtain like goods and services from another source when necessary.

Nonresponsive Bid: Any bid that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered nonresponsive.

Novation: If the original contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Agency reserves the right to accept or reject the new party. A simple change of name agreement will not change the contractual obligations of the contractor.

Options: Optional equipment for products may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit.

Overcharges by Antitrust Violations: Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the contractor hereby assigns to 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.

Past Performance Information: PPI is relevant information regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the vendor's record of conforming to specifications and to standards of good workmanship; the vendor's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the vendor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Patent and Copyright Infringement: Contractor will, at its expense, defend Agency and its members against any claim that any equipment or software supplied hereunder (even if such equipment or software is modified by Agency or its members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, Puerto Rico, or U.S. territory, and will pay all costs, damages and reasonable attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, Agency must: 1) give contractor prompt written notice of any such claim after becoming aware of such claim; 2) allow contractor to control, and fully cooperate with contractor in the defense and all related settlement negotiations. Agency will be reimbursed for all expenses incurred by Agency in fully cooperating with contractor as specifically requested by contractor. Agency is not required to incur any expenses specified in this paragraph that are not reimbursable by the contractor. If any party in any way involves any Agency member or affiliate member, the same provisions that apply to Agency in this paragraph will apply to the member. Contractor's obligation under this section is conditioned on Agency's agreement that if the operation of any equipment or software becomes, or in the contractor's opinion are likely to become, the subject of such a claim, Agency will permit the contractor, at its expense and option, either to procure the right for Agency and its members to continue using the equipment and/or software or to replace or so modify them with equipment or software which is functionally equivalent so that they become non-infringing; and, if neither of the foregoing alternatives is available on terms which are reasonable in contractor's judgment and satisfactory to Agency, Agency will request its members to return the equipment or software on written request by contractor at contractor's expense. Contractor agrees to refund Agency and/or its members a refund for returned equipment as depreciated. The depreciation shall be an equal amount per year over six (6) years. In the event that contractor's written request for return is made after full depreciation, the contractor will pay Agency or its members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If Agency or any of its members fails to return the equipment, the contractor is not obligated to that member under this clause.

Contractor shall have no obligation with respect to any such claim based upon a member's modification of the equipment or software or combination, operation or use with apparatus, data, or programs not furnished by contractor. However, one member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Price: The contractor agrees that the cost for any item bid on this contract will be uniform for all states, that any differences are actual freight (shipping) costs, and that if the cost is lowered for any agency for any reason, the cost will be lowered at the same time for all agencies for the same reason. (If one state proposes to purchase a large volume of one product at one time and the manufacturer agrees to provide an additional discount, that same discount would be available to any agency in any of the states participating in this contract. Any special discount must be available for a minimum of 30 days.) Installation rates may vary from Agency to Agency, but material costs must be the same for all Agencies. Agency administrative and freight and shipping cost may also vary as necessary.

Prime Contractor: For the purpose of this bid, a contractor (the vendor) will be considered a prime contractor and not a subcontractor. Any contractor paid directly by the Agency member is a prime contractor; a contractor pays a subcontractor. Prime contractors using subcontractors are responsible for all actions of its subcontractors.

Procurement Code : The State Procurement Code in the state which the Agency resides, and to the extent they exist, the State Procurement Rules in the state which the Agency resides, and the Agency Procurement Rules and Regulations are a part of this document as if fully set forth herein.

Product Discontinuance: In the event that a product or model is discontinued by the manufacturer, the contractor may substitute a new product or model if the replacement product meets or exceeds the performance of the discontinued model and if the discount from retail is the same or greater than the discontinued model.

Product Line: If applicable, contracts will be awarded to bidders able to provide their complete product line of equipment, software and services described in the scope of work and/or specifications. Bidders with a published catalog may submit the entire catalog; Agency reserves the right to select products within the catalog for award without having to award all the contents.

Progress Payments: Agency will permit its members to make progress payments on a purchased good or service under the following conditions: 1) the member and the contractor 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) that the member 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 members local board rules and any and all other applicable state rules and regulations.

Protests: Protests made prior to bid due date shall be sent to Wilson Education Center, 11440 Highway 62, Charlestown, IN 47111-9400; other protests must be filed at each participating AEPA members' office as shown on page 4. Protests shall be filed with the Executive Director of Agency, and shall be resolved, in accordance with appropriate state statutes where the Agency resides. A protest must be in writing and must be filed with the Executive Director of Agency. A protest of solicitation must be received at Agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten days after the protester knows or should have known the basis of the protest. A protest must include: 1) The name, address and telephone number of the protester; 2) The original signature of the protester or its representative; 3) Identification of the solicitation by contract number; 4) A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and 5) The form of relief requested.

Provisions Required By Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All bids submitted to this invitation shall become the property of the Agency and will become a matter of public record, available for review, subsequent to the award notification. Bids may be viewed at the Wilson Education Center, 11440 Highway 62, Charlestown, IN 47111-9400, under the supervision of the Executive Director, Larry E. Risk, Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday.

Restocking Fees: A restocking fee may only be charged on products ordered and that have been delivered to the members site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived, at the option of the vendor.

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.

Safety Measures: Contractors 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.

Serial Numbers: Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Shipment Under Reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping Costs: Products may be shipped without additional cost. If shipping is charged, the actual cost of delivery may be added to an invoice. No shipping charges that are a percentage of the price of the product may be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted.

Shipping Errors: Vendor agrees that shipping errors will be at the expense of the vendor. For example, if a vendor ships a product to a member that was not ordered, it is the responsibility of the vendor to pay for return mail or shipment, at the convenience of the member.

Shipping Terms: Prices that include shipping to any location in the state, delivered to the specific receiving point as identified in the purchase order to the contractor, are preferred. Contractor 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 contractor. Shipping shall be F.O.B. destination. The contractor shall file all claims for visible or concealed damage. Agency, or the receiving member, will notify the contractor and/or freight company promptly of any damaged goods and shall assist the freight company/contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Smoking: All contractors and subcontractors must adhere to local smoking policies when inside a building working on this contract. Smoking will only be permitted in posted areas, or off premises.

Specifications: All specifications in this solicitation are designed to enable a contractor to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any contractor believing a specification is unnecessarily restrictive, and submits a bid, must indicate such in its initial response. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall bid equipment, supplies and/or services, which they believe, comply with these specifications. If the vendor deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the equipment, supplies and/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.

Suspension or Debarment Status: If within the past five (5) years, any firm, business, person or vendor submitting a bid 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 contract. By signing the bid section, the bidder certifies that no current suspension or debarment exists.

Tare: If the contractor 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.

Term of Contract and Extension: The term of the agreement shall commence on the date of the award, and continue until December 31, 2002, unless terminated, canceled or extended. Contract may be terminated by Agency if members have not used the contract in any 12-month period, or if orders from Agency members do not total \$10,000 in any 12-month period. Price adjustments, by mutual consent, may be made yearly on the anniversary of the bid. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on December 31, 2003, December 31, 2004 and December 31, 2005. Agency reserves the right to offer month-by-month extensions.

Termination by Agency: 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 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 Agency, unless the notice specifies a later time. Cancellation by one Agency does not require other Agencies to cancel their contracts.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the procurement unit 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 bidder and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the contractor 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 member purchasing the new unit and the contractor.

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

Warranty: Contractor warrants that all equipment, software and service delivered under this contract shall conform to the specifications of this contract. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. 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 member. 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 Agency vendor. All extended warranties must be passed on, without

exception. If upon discovery, the contractor charges a member for a replacement part that the contractor actually received at no cost under a warranty, Agency reserves the right to cancel the contract.

B. *Agency/State Specific Terms and Conditions*

While a single IFB is being published and distributed on behalf of Agencies in several states, differences in contract implementation and operation will exist between the Agencies. The following 1) Additional Agency Terms and Conditions, 2) Procedure for Processing Orders, and 3) Members Purchasing Under the Agency have been prepared for each Agency.

The additional Agency Terms and Conditions identify items that apply to the procurement process in addition to the previously listed General Terms and Conditions. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. It is the bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, regulations (etc.) must be followed even if not specifically identified herein. When *Agency/State Specific Terms and Conditions* differ from the *General Terms and Conditions*, the *Agency/State Specific Terms and Conditions* will prevail.

The second area defines the process for accepting purchase orders, delivering the services and goods, invoicing for the items and obtaining the funds in payment for the goods and services. Some Agencies will have the members send them the purchase orders; others will have the individual members send the purchase orders directly to vendor. Each Agency is slightly different, and it is the responsibility of the vendor to become familiar with the procedures in each state.

Finally, a section is provided that describes who is able to purchase under this contract in each of the states. Several Agencies provide services to all districts in those states. Other Agencies may have fewer member districts, but actually have a greater potential because of the population density. The table at the beginning of the IFB summarizes the Agencies and the number of students contained in the member procurement units.

1. Arizona, Mohave Educational Services Cooperative (MESC)

a. Additional Agency Terms and Conditions

Accounts Payable: If payment is made by the member to Mohave, then contractor agrees not to contact the accounts payable department, business manager or executive officer of a member that owes Mohave payment for a product or service delivered to the school or member, unless Mohave has specifically requested assistance in collecting a past due payment.

Payment Discounts: Any payment discount offered must be made directly to Mohave and not to the member or affiliate member receiving the materials or services. Because Mohave must process a voucher through the Mohave County School Superintendent's Office, after receiving payment from the member or affiliate member, Mohave has limited control of the timeliness of payment. Quick-payment discounts of 10 days are normally impossible; 20 and 30 days are more reasonable. Payment discounts of forty-five (45) calendar days or more shall be deducted from the proposal price to determine low price.

Property Taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Vendors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public members for property taxes. Vendors who sell contracts to third parties are responsible to inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave for any reason.

Residency: ARS § 34-302 says that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contractor to comply with these laws, when applicable.

Taxes: Prices bid shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the member issuing the purchase order to Mohave. No sales tax may be collected on delivery charges to the purchaser's location, if separately stated on the sales invoice (Arizona Administrative Code, R15-5-133A). If goods or services are subject to any Indian reservation or tribal tax, it is the responsibility of the offeror to include any such taxes as a separate item on the original invoice to Mohave. Contractors of construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, sales tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the bidder is considered a prime contractor by R-15-602 (C, 1, a). Sales taxes on contracting shall be separately stated on invoices. Mohave will collect and send payment for all taxes listed on the invoice; it is the contractor's responsibility to forward all taxes to the proper *revenue* office. Installation of equipment that becomes permanently attached in a structure is taxable as a contracting activity. [R-15-5-708 (A)]

b. Procedure for Processing Orders

Ordering Process: Mohave must issue all orders accepted by the contractor. Member agencies will submit signed purchase orders to Mohave; Mohave will then issue a purchase order to the contractor. When necessary, one or more orders may be combined. The contractor must agree never to accept a purchase order based on this contract unless Mohave issues the order. The contractor agrees to assign a contact person for the ordering and the billing process. The name of the contact person will be provided to Mohave.

Billing: All invoices from the contractor shall list the purchase order number(s) issued by Mohave. All purchase orders shall be sent directly to Mohave for processing. Mohave will issue its purchase order to the contractor for the commodity or service to be delivered to a member. The contractor will not invoice a member directly. No late

fees may be assessed. All quotations provided by the vendor to the Mohave member must be based on prices in this contract. Mohave will not process an invoice from the vendor that doesn't match the purchase order. The vendor must correct incorrect purchase orders or invoices resulting in excess charges, no matter the cause of the error, when discovered. Any excess payment made must be returned to Mohave within 30 days. Contractor will respond to any request for a monthly backorder report in a timely manner.

Payment: Mohave will make every effort to collect payment from members and affiliate members for the purchase of construction, goods and services within thirty (30) days after the receipt of construction, goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. *Any bid that requires payment from Mohave in less than forty-five (45) days shall not be considered.* [Mohave must first receive payment from the schools in order to process payment to the contractor (Mohave must get paid first). It has been Mohave's experience that schools always pay, but some are slow in processing payments.]

c. Members Purchasing Under the Agency

MESC currently has 683 members, including all k-12 public school districts in Arizona, the majority of charter schools, public colleges and universities, county and city governments, and Arizona courts. In addition to political subdivisions, non-profit private schools and not-for-profit health agencies use MESC contracts.

2. Colorado, Colorado Board of Cooperative Educational Services (CBOCES)

a. Additional Agency Terms and Conditions

Advertising: CBOCES will require a marketing flier from each vendor promoting the contract and AEPA relationship. CBOCES will assist in the development of the marketing flier and material. This flier will be for distribution as well as posted on the CBOCES online catalog and disseminated to all members.

Sales to Members: CBOCES requires that all participating vendors offer the Agency contract opportunity to all qualified membership. Qualified membership is defined under c.

Special Bid Security: All Bidders shall comply with state of Colorado procurement code bidding requirements.

b. Procedure for Processing Orders

- (1.) Once the award is made to the vendor, CBOCES will inform its members of the contract by:
 - (a.) Including the contract in the agency database that is available on the CBOCES website
 - (b.) Announcing the award in its periodic newsletter and other CBOCES member presentations as well as regular electronic and direct mail communications to members
 - (c.) Offering the opportunity to the vendor to publish the marketing information in a hard copy CBOCES cooperative purchasing catalog.
- (2.) A list of members, institution names, contact names, addresses and phone numbers on computer disk will be offered to the vendor if available. At this point the vendor must contact the members and members may contact the vendor. Note: CBOCES requires the awarded vendor to take ownership and actively promote the contract in cooperation with CBOCES to all qualified customers.
- (3.) When the member identifies a desired product or service as available through the AEPA contract and agrees on price as presented to the member by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.
- (4.) A copy of the member purchase order must be sent to CBOCES for review and documentation and to insure it is in compliance with the contract.
- (5.) The purchase order must include an additional one percent (1%) administrative fee in the total cost, based on the total cost of goods and service including installation. This fee is to be forwarded by the vendor to CBOCES after the sale and payment is made to vendor. Payment shall be made to CBOCES on a quarterly basis along with complete sales history during that period.
- (6.) Notification will be made to the vendor within five (5) working days in the event the purchase order is **NOT** in compliance with the contract and deemed void. The purchase order viewed as approved unless notified otherwise.
- (7.) The sale and transaction may continue without delay or anticipation of the CBOCES denial
- (8.) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then forwards a copy of the invoice to CBOCES. The invoice is to be marked "Copy". The invoice shall include the additional one percent (1%) administrative fee to the total amount invoiced based on

the goods and services as defined and provided by the vendor. The administrative fee percentage is based on the total sale of goods and services including installation. In the event of a lease, the total administrative fee for the value of goods shall be paid to CBOCES by the vendor at the front end of the lease.

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

(10.) CBOCES requires that all participating vendors offer the Agency contract opportunity to all qualified membership. Qualified membership is defined under c.

c. Members Purchasing Under the Agency

CBOCES is a legislative created cooperative organization formed and directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. CBOCES is governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied the bidding process most advantageous. Qualified agencies in Colorado include all public K-12 educational institutions.

**3. Indiana, Indiana Association Educational Service Centers (IAESC),
Wilson Education Center (WEC)**

a. Additional Agency Terms and Conditions

Special Bid Security: All bidders shall comply with state of Indiana procurement code bidding requirements and local requirements for bonding, construction bid security and progress payments.

b. Procedure for Processing Orders

The WEC will inform all IAESC members of contract awards via web site and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible schools within Indiana. A detailed list of all eligible buyers will be made available to successful vendors. After contracts are awarded, vendors are free to contact member buyers and vice versa.

Eligible IAESC member schools (1,330 schools) may purchase from the list of awarded contracts. Members will prepare a purchase order directly to the vendor. The purchase order will be mailed to WEC for verification and authorization and the WEC will forward the purchase order to the vendor.

After goods and services are delivered and complete to the buying member, the vendor will invoice the participating member that issued the purchase order. The WEC will invoice participating members 1% of purchase orders written.

No participant school shall accept C.O.D. orders. All orders shall be shipped prepaid unless stated otherwise by the vendor.

c. Members Purchasing Under the Agency

All public schools and eligible private schools in Indiana can voluntarily become a member of one of the nine Educational Service Centers in the state. Currently, 87% of Indiana public school corporations and 50 private/parochial schools are members of an ESC (1,314 schools). The WEC as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

No member is obligated to use these services and contracts, but advantageous pricing and elimination of the bid process at the local level is extremely attractive.

4. Kansas, Southeast Kansas Educational Services Cooperative– Greenbush (SEKESC)

a. Additional Agency Terms and Conditions

It is further agreed that the provisions of K.S.A. 44-1030 (1) to (5), both inclusive, and as shown below, shall be applicable to this contract, except as to those contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less or have fewer than four employees.

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

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

(3.) If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provisions of section 15 (44-1031) of this act, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or part, by the contracting agency;

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

(5.) The contractor shall include the provisions of sub-sections (1) through (5) inclusively of the present section in every sub-contract or purchase order so that such provisions will be binding upon such subcontractor or vender.

Any purchase order issued by SEKESC, or one of the District’s served by it, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the Kansas school district desiring to acquire the products or services under the bid. Said purchase order shall include adequate reference to identify the bid to which it relates.

b. Procedure for Processing Orders

The SEKESC develops all specifications for bids and proposals. After solicitation according to state law, awards are made to selected vendors. Members may then purchase from the list of approved vendors. To make a purchase, members prepare a purchase order directly to the vendor, the purchase order is submitted to the vendor as well as a copy mailed or faxed to the SEKESC. The SEKESC will review the purchase order and will provide additional quality assurance to the procurement. If the purchase order is in need of modification, SEKESC will notify the district and the vendor of necessary corrections. The supplier provides the product, material, or service to the member and invoices the member. The member makes payment directly to the supplier. The vendor shall add a 1% administrative to the bid price. The administrative fee shall be invoiced as part of the overall invoice to the district. The vendor shall submit such fee to the SEKESC on a frequency of not less than quarterly.

c. Members Purchasing under the Agency

The structure of the SEKESC permits all school districts, higher educational institutions and non-profit educational facilities to purchase from awarded contracts. Virtually all 304 public school districts in the state of Kansas can legally purchase through the SEKESC. Occasionally purchases are made from school districts in adjoining states when the purchase is not available through their service agencies. Currently 87 districts purchase general supplies regularly through the cooperative purchasing plan.

5. Kentucky, Kentucky Educational Development Corporation (KEDC)

a. Additional Agency Terms and Conditions

The Kentucky Educational Development Corporation (KEDC) and all Kentucky Bidding Cooperative's collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with KEDC shall include the provision granting KEDC employees the right to access to the contractor's records.

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

b. Procedure for Processing Orders

Once the award is made to the contractor/vendor, KEDC and Kentucky's other Bidding Cooperatives will inform their members of the contract by: 1) including the contract in the Current Bids section on the KEDC website www.kedc.org, 2) announcing the award in their periodic newsletters, and 3) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers on computer disk is made available to the contractor. At this point the contractor/vendor contacts the members and members may contact the contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price will include a one percent (1%) administrative fee that the vendor will collect from the member and remit to KEDC on a monthly basis. The vendor will also compile and provide to KEDC a monthly report showing all purchases made by Kentucky members under this contract. The vendor will also produce and provide to KEDC an annual report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. The vendor will make all administrative fee payments to the KEDC by the 15th of the succeeding month and all checks are to be made payable to KEDC and sent to KEDC, 904 Rose Road, Ashland, KY, 41102-7104, Attention: AEPA Bid Coordinator. KEDC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transactions. KEDC will share information from the monthly and annual reports and distribute the administrative fee among Kentucky's Bidding Cooperatives according to membership.

c. Members Purchasing under the Agency

Currently there are eight (8) Bidding Cooperatives in Kentucky and all are participating in this invitation through KEDC's solicitation. There are 176 independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 94% of the districts are members of one of the cooperatives. No district is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi-governmental, or non-profit organizations. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period.

6. Minnesota, North Central Service Cooperative (NCSC)

a. Additional Agency Terms and Conditions

Advertising: NCSC will require a marketing flier from each vendor promoting the contract and AEPA relationship. NCSC will assist in the development of the marketing flier and material. This flier will be for distribution as well as posted on the NCSC online catalog and disseminated to all members.

Sales to Members: NCSC requires that all participating vendors offer the AEPA contract opportunity to all qualified membership. Qualified membership is defined under c.

Special Bid Security: All Bidders shall comply with state of Minnesota procurement code bidding requirements.

b. Procedure for Processing Orders

- (1.) Once the award is made to the vendor, NCSC will inform its members of the contract by:
 - (a.) Including the contract in the agency database that is available on the NCSC website,
 - (b.) Announcing the award in its periodic newsletter and other NCSC member presentations as well as regular electronic and direct mail communications to members,
 - (c.) Offering the opportunity to the vendor to publish the marketing information in a hard copy NCSC cooperative purchasing catalog.
- (2.) A list of members, institution names, contact names, addresses and phone numbers on computer disk will be made offered to the vendor if available. At this point the vendor must contact the members and members may contact the vendor.
- (3.) When the member identifies a desired product or service as available through the AEPA contract and agrees on price as presented to the member by the awarded AEPA vendor the member then issues to the vendor a purchase order to the vendor for that item or service.
- (4.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation. This fee is to be forwarded by the vendor to NCSC after the sale and payment is made to vendor.
- (5.) A copy of the member purchase order must be sent to NCSC for review and documentation and to insure it is in compliance with the contract. NCSC will assign a dated purchase order number authorizing and approving the purchase and use of the contract.
- (6.) Notification will be made to the vendor within five (5) working days in the event the purchase order is **NOT** in compliance with the contract and deemed void. The purchase order viewed as approved unless notified otherwise.
- (7.) The sale and transaction may continue without delay or anticipation of the NCSC purchase order verification number.

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

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

c. Members Purchasing Under the Agency

NCSC is legislatively created cooperative organization formed by Minnesota State Statute 123-A-21 to serve all qualified agencies in a cooperative manner. No agency is obligated to use these services and contracts, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Qualified agencies include all public educational institutions to include universities, community colleges, technical colleges, state and private schools, charter schools, as well as all cities, counties, governmental agencies and all non-profit organizations. Also reference MN Statute 471.345 subd 15.

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

a. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow CSD members to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Minnesota statutes and State Department of Education policies, rules and regulations. CSD must receive a copy of the executed leasing documents prior to processing a purchase order. CSD will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment is the responsibility of the CSD member, and what that cost will be. No sale of a contract to a third party will be made without first informing CSD and the CSD member of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 1% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

Special Bid Security: All Bidders shall comply with state of Missouri procurement code bidding requirements.

b. Procedure for Processing Orders

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

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

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

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

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

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

- (7.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.
- (8.) CSD requires that all participating vendors offer the AEPA contract opportunity to all qualified membership.

c. Members Purchasing Under the Agency

We take great pride in the fact that the Business Services Division of CSD is providing a complete line of purchasing services to our 48 member school districts and over 260 other educational institutions throughout Missouri. For those of you who have not participated in the past with the Business Services Division, it is important to note that we serve approximately 500,000 students in over 300 public, private, and parochial schools within our service area. CSD was created in 1930 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with CSD.

8. Montana, Montana Cooperative Service (MCS)

a. Additional Agency Terms and Conditions

Advertising: MCS will require a marketing flier from each vendor promoting the contract and AEPA relationship. MCS will assist in the development of the marketing flier and material. This flier will be for distribution as well as posted on the MCS online catalog and disseminated to all members.

Sales to Members: MCS requires that all participating vendors offer the Agency contract opportunity to all qualified membership. Qualified membership is defined under c.

Special Bid Security: All Bidders shall comply with state of Montana procurement code bidding requirements.

b. Procedure for Processing Orders

- (1.) Once the award is made to the vendor, MCS will inform its members of the contract by:
 - (a.) Including the contract in the agency database that is available on the MCS website,
 - (b.) Announcing the award in its periodic newsletter and other MCS member presentations as well as regular electronic and direct mail communications to members, and
 - (d.) Offering the opportunity to the vendor to publish the marketing information in a hard copy MCS cooperative purchasing catalog.
- (2.) A list of members, institution names, contact names, addresses and phone number on computer disk will be offered to the vendor if available. At this point the vendor must contact the members and members may contact the vendor.
- (3.) When the member identifies a desired product or service as available through the Agency contract and agrees on price as presented to the member by the awarded Agency vendor, the member then issues to the vendor a purchase order for that item or service.
- (4.) A copy of the member purchase order must be sent to MCS for review and documentation and to insure it is in compliance with the contract.
- (5.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation. This fee is to be forwarded by the vendor to MCS after the sale and payment is made to vendor.
- (6.) Notification will be made to the vendor within five (5) working days in the event the purchase order is **NOT** in compliance with the contract and deemed void. The purchase order viewed as approved unless notified otherwise.
- (7.) The sale and transaction may continue without delay or anticipation of the MCS purchase order verification number.
- (8.) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then forwards a copy of the invoice to MCS. The invoice is to be marked "Copy". The invoice shall include the additional two percent (2%) administrative fee to the total amount invoiced based on the goods and services as defined and provided by the vendor. The administrative fee percentage is based on the total

sale of goods and services including installation. In the event of a lease, the total administrative fee for the value of goods shall be paid to MCS by the vendor at the front end of the lease.

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

(10.) MCS requires that all participating vendors offer the AEPA contract opportunity to all qualified membership. Qualified membership is defined under c.

c. Members Purchasing Under the Agency

MCS is a Montana based, legislatively created, cooperative organization formed under Montana State Statute Section 20-9-204 House Bill #108 allowing services to all qualified agencies in a cooperative manner. No agency is obligated to use these services and contracts, but they will find the benefits of low price advantageous. Qualified agencies include all public educational institutions to include universities, community colleges, technical colleges, state and private schools, charter schools, as well as all cities, counties, governmental agencies, and all nonprofit organizations.

9. Nebraska, Nebraska Educational Services United Cooperative Purchasing (NESUCP)

a. Additional Agency Terms and Conditions

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

Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of Section 75-501 Neb. Rev. Stat. Rules and Regulations, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

Performance Bonds (Construction Only): Upon execution of a contract between a NESUCP member and the prime contractor, performance and payment bonds shall be provided the member. If so required, a performance bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska shall be executed by the prime contractor. Performance bonds between the member and the prime contractor shall be on standard forms. If so required, a payment bond in an amount equal up to 100% of the price specified in the contract between the member and a surety company authorized to do business in Nebraska, shall be executed by the prime contractor. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Payment bonds between the member and the prime contractor shall be on the standard form. The prime contractor shall deliver copies of both the performance and payment bonds to NESUCP at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law. The prime contractor will be responsible for providing NESUCP with copies of all contracts and bonds in accordance with NESUCP purchasing procedures. In the event the NESUCP finds it to be in the best interest of the cooperative or any Educational Service Unit within Nebraska or any member served by the cooperative to waive any bond requirement, it may do so by notifying any contractor of that fact in writing. Any purported waiver of any bond requirement in any form other than in written form signed by the CEO of the NESUCP shall be non-binding and of no effect.

Special Bid Security: All Bidders shall comply with the state of Nebraska procurement code bidding requirements. Nebraska ESU Cooperative Purchasing reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of Nebraska ESU Cooperative Purchasing. Any bids relating to natural gas should be based upon an awareness of Section 75-501, Neb. Rev. Stat. and Rules and Regulations adopted in conformity with Rules, Regulations and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce. Nothing in the solicitation for bids or acceptance of bids is to be construed as an assertion that zoning or other land use authority is appropriate to the placement of any portable classrooms, the subject of any bids hereto. As to whose duty it is to ascertain whether zoning and land use is appropriate as to any portable classrooms upon which any vendor is the successful bidder, shall be set forth in the bid specifications by the vendor. Any deviation from housing and urban development standards or uniform building code standards that may be a term of the bid by any vendor shall be clearly set forth in the bid. Whether or not any portable or other building as bid includes architectural or engineering services as required by Section 81-3446, Neb. Rev. Stat. or if the building is exempt under Section 81-3449 because it is a public work not to exceed \$40,000.00 or whether the building is not exempt, the bid shall include specific statements as to how the aforementioned statutes will be complied with. Neb. Rev. Stat. Section 73-101 provides for the manner and methods which public letting will occur. Section 73-106 exempts the expenditure of funds for construction, remodeling, or repair of any school owned building or for site improvement, if the common plated expenditure for the complete project does not exceed \$40,000.00. See Section 73-106. The granting of a bid to a vendor does not absolve the bidder from also complying with Section 73-101 and Section 73-106, Neb. Rev. Stat. Any bid accepted by the Nebraska Coop shall also be subject to Section 73-102, Neb. Rev. Stat. to file a statement that the vendor or bidder is complying with and will continue to comply

with fair labor standards in the pursuit of his business and in the execution of the contract on which he is bidding. A form statement to that effect is available from Mr. Lynn W. Thorpe at Nebraska ESU Cooperative Purchasing.

Statement Filed: A bidder who is awarded a contract for any goods or services pursuant to this IFB shall file with NESUCP a statement as required by Neb. Rev. Stat. § 73-102.

b. Procedure for Processing Orders

NESUCP develops all specifications for bids, opens and awards the bid, develops catalogs and/or price lists for all items awarded. Catalogs and price lists are produced and mailed to all ESU affiliated schools and also posted on our website for schools to reference and download. School orders are sent, via mail or electronically, to their respective ESU. The ESU then generates composite purchase orders and sends them electronically to NESUCP. NESUCP then generates Purchase Orders by vendor/by ESU and sends the orders to the vendors. All merchandise is delivered, FOB, to the ESU, who in turn, delivers to their schools or the schools pickup the merchandise. The vendor will bill NESUCP, we bill the ESU's and the ESU's bill their respective schools. The administrative fee charged by NESUCP is added to the bill that is sent to the ESU so the billing the school receives includes the fee. The ESU collects from the schools and pays NESUCP. We do have what we call special buys where orders are made directly to NESUCP and the merchandise is sent to the school or the ESU, as specified to the vendor at the time of the bid on the special product/s. We always bill through the various ESU's. The fee charged by NESUCP is included in the price the schools see on the price list on all special buys. Educational Service Unit affiliated schools may order from the numerous awarded contracts available through NESUCP. The method of processing orders is determined by the type of award and the potential size of individual orders. (1.) Affiliated schools generate a purchase order and send it to NESUCP. NESUCP then prepares a PO to the vendor with the "ship to" being the order destination and the "bill to" NESUCP. NESUCP bills the schools the cost of merchandise plus the NESUCP administrative fee. (2.) Affiliated schools send their PO directly to the vendor, the vendor ships directly to the school, and direct bills the school the cost of merchandise plus the NESUCP administrative fee. The vendor then forwards the fees to NESUCP. The NESUCP administrative Fee is 2%.

c. Members Purchasing Under the Agency

NESUCP provides service to 16 Educational Service Units state wide, which in turn serve approximately 650 school districts and 350,000 students. The Omaha and Lincoln schools are served by their respective purchasing agents, but will periodically purchase through NESUCP when we offer better prices.

10. New Mexico, Cooperative Educational Services (CES)

a. Additional Agency Terms and Conditions

The following items refer only to construction

Bonds: Upon execution of a contract between a CES member and the prime contractor, performance and payment bonds shall be provided the member as required by New Mexico law. A performance bond in an amount equal to 100% of the price specified in the contract between the member and a surety company authorized to do business in New Mexico shall be executed by the prime contractor. Performance bonds between the member and the prime contractor shall be on standard forms. A payment bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in New Mexico. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Payment bonds between the member and the prime contractor shall be on the standard form. The prime contractor shall deliver both the performance and payment bonds to CES at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under New Mexico law. The prime contractor will be responsible for providing CES with copies of all contracts and bonds in accordance with CES purchasing procedures. Performance and payment bonds for members outside New Mexico must be provided by companies licensed to provide bonds for public entities in the state of the member. Bid securities are always with CES and provided by New Mexico licensed companies.

Payment Retention: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to Agency for the progress payment. When 50% of the work is completed, one-half (1/2) of the amount retained shall be paid to the prime contractor, if the prime contractor requests payment, and if the member is satisfied with the progress of the work. After the work is 50% completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point 10% retention shall be reinstated. If the member and the prime contractor agree to a substitute security, the agreement must be in full compliance with New Mexico Procurement Code. If a substitute security is agreed to, the prime contractor must provide Agency and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against CES, the member, or the prime contractor, in relationship to the security assigned. The prime contractor, as authorized above, will pay any interest due a subcontractor or material supplier. A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified by Agency within five (5) days of payment of each progress payment made to the prime contractor. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract, and that the member must make payments before CES can issue progress payments. Once all bonds are in place, the prime contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones.

Special Bid Security: New Mexico Procurement Code requires that all competitive sealed bidding for construction have a bid security if the amount of the construction contract will exceed the amount set forth. This amount is \$25,000 at the time of this IFB. Acceptable bid security, which must be provided with the submission of the initial bid, will be an amount equal to that specified within each category, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in New Mexico. Bid security may be provided using a form similar to the New Mexico State Procurement Department, with the principal being the prime contractor, and Cooperative Educational Services being the Agency of Record. The bid bond will apply only to those projects which have been issued an Agency purchase order, and/or projects in progress under this contract. When prime contractor enters into a contract with an Agency member, within two (2) days of the agreement, any inadequacy of the bid bond shall be corrected to bring the total bid security equal to five percent (5%) of the contract amount. A

prime contractor must agree to keep the basic bid security active with CES as long as this contract is in effect. Since CES anticipates that more than one member will purchase through this contract, the prime contractor will be required to provide additional bid securities equal to five percent (5%) of the total amount of contract in effect at any one time. The prime contractor agrees to provide all performance and payment bonds required by a CES member at the time a contract between the member and the prime contractor is executed. If the prime contractor fails to deliver any required performance or payment bond, the bid security with CES shall be enforced, and the contract with CES canceled.

State Wage Rates: The contractor, as established by the New Mexico State Labor and Industrial Commission, will pay state wage rates, for every job performed under this contract for more than \$20,000 on an individual basis. The contractor shall pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week.

b. Procedure for Processing Orders

Once the award is made to the contractor, CES will inform its members of the contract by: 1) including the contract in the agency database that is available on the CES website, 2) announcing the award in its periodic newsletter, and 3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone numbers on computer disk is made available to the contractor. At this point the contractor contacts the members and members may contact the vendor. When the member identifies a product or service it issues to CES a purchase order for that item. The purchase order includes a one percent (1%) administrative fee paid by the member to CES. CES reviews the member purchase order to insure it is in compliance with the contract.

CES then issues a purchase order to the vendor, faxing a copy and mailing the original to the vendor. Notification is also made to the member that the purchase order to the vendor has been prepared and transmitted. Upon receipt of the purchase order, the vendor provides the goods or services listed on the purchase order. It is important to remember the vendor makes delivery to the member. CES does not warehouse items. When all the items on the purchase order have been delivered to the member, vendor invoices CES for the goods and services. CES then invoices the member, and includes an additional one percent (1%) administrative fee to the amount invoiced by the contractor. The member then pays CES and CES pays the vendor, retaining the one percent (1%) administrative fee.

c. Members Purchasing Under the Agency

CES is a member owned and operated cooperative. Every public school district in the state has elected to become a member. During the last five years, each school district has used CES' procurement services. No district is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous.

Additional members are other public educational institutions in the state and include universities, community colleges, vocational schools, state schools, charter schools and Bureau of Indian Affairs schools.

11. North Dakota, North Dakota Educators Service Cooperative (NDESC)

a. Additional Agency Terms and Conditions

Advertising: NDESC will require a marketing flier from each vendor promoting the contract and AEPA relationship. NDESC will assist in the development of the marketing materials. This flier will be for distribution and will be posted on the NDESC online catalog and disseminated to all members.

Sales to Members: NDESC requires that all participating vendors offer the Agency contract opportunity to all qualified members. Qualified membership is defined under C.

Legal Obligations: All vendors must follow federal, state, and local laws and regulations while conducting business with NDESC. Any contract between NDESC and any vendor supplying NDESC with goods or services shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by laws of the state of North Dakota.

Special Bid Security: All Bidders shall comply with state of North Dakota bidding requirements.

b. Procedure for Processing Orders

- (1.) Once the award is made to the vendor, NDESC will inform its members of the contract by:
 - (a.) Including the contract on the NDESC website.
 - (b.) Announcing the award by direct communication to all NDESC members through mailings, presentations, electronic communication and on-site member marketing visits.
 - (c.) Including the contract in all on-going marketing efforts, including cooperative purchasing catalogs (paper and electronic).
- (2.) A list of members, institution names, contact names, addresses and phone numbers on computer disk will be given to the awarded vendor. The vendor may then contact each member and members may contact the vendor.
- (3.) NDESC has designated Cooperative Resources, Inc., (CRI), Fergus Falls, MN as its purchasing agent. All vendors agree to work with CRI on all purchasing issues related to NDESC.
- (4.) The member and the vendor may negotiate with each other directly to establish a description of items and/or services and a price. The vendor shall quote a price to the member, in writing, that includes a two percent (2%) administrative fee. The administrative fee will be based on the total cost of goods and/or service, including installation costs. When the member decides to purchase through the Agency contract, the member issues a purchase order for the item or service directly to CRI.
- (5.) CRI will issue a purchase order to the vendor and will be responsible for paying the vendor. The vendor will make all deliveries and installations of products and services. CRI does not warehouse items nor provide services.
- (6.) The vendor must agree never to accept a purchase order based on this contract unless CRI issues the order. The vendor agrees to assign a contact person for the ordering and billing process and supply the name of the contact person to CRI.
- (7.) All invoices from the contractor shall list the purchase order number(s) issued by CRI. The vendor agrees not to invoice a member directly. No late fees may be assessed. All quotations provided by the vendor to CRI must be based on prices in this contract. CRI will not process an invoice from the vendor that doesn't match the purchase

order. Invoices will be paid after the delivery of items and/or services are made to the satisfaction of the member and NDESC.

(8.) NDESC requires that all participating vendors offer the contract opportunity to all NDESC qualified membership. Qualified membership is defined under c.

c. Members Purchasing Under the Agency

The NDESC has been established pursuant to the provisions of Chapter 54-40.3 of the North Dakota Century Code, as amended. The purpose of NDESC is to assist in meeting those specific needs of the members which are determined to be better provided by a cooperative effort, including without limitation the joint purchasing of programs, goods, and services which are deemed to be priority needs of the members. Currently forty public school districts are members of NDESC. Qualified members of NDESC include all North Dakota public schools and any other North Dakota political subdivisions eligible to enter into a joint powers agreement with NDESC.

12. Ohio, Ohio Council of Educational Purchasing Consortia (OCEPC)

a. Additional Agency Terms and Conditions

All bidders shall comply with the State of Ohio procurement codes and regulations, bidding requirements, bonding, etc. as well as any local terms and conditions. All contractors providing goods or services will assure the OCEPC they are conforming to all federal, state and local laws while fulfilling the contract.

b. Procedure for Processing Orders

The Ohio Council of Educational Purchasing Consortia (OCEPC) will inform all the Educational Purchasing Consortia in Ohio (OCEPC members) of contract information via web site and through other marketing strategies. A list of all eligible buyers (OCEPC members) along with addresses, phones, contacts, etc. will be made available to successful contractors. After contracts are awarded, contractors may contact the OCEPC members concerning their services.

Participating members will submit all purchase orders directly to the vendor/contractor, and members will send a copy of the purchase order to the (OCEPC) in care of the Metropolitan Educational Council, in Columbus, Ohio for contract verification purposes. Please note there are no administrative fees to be returned back to the OCEPC so vendor/ contractor's bottom dollar price must be reflected and provided to the participating member.

c. Members Purchasing Under the Agency

All members of the OCEPC and their individual membership are eligible to participate and purchase from the awarded contracts. Currently, there are 11 educational purchasing consortia members of the OCEPC representing over 400 school districts in the State of Ohio.

13. Oregon, Umatilla-Morrow Educational Service District (UMESD)

a. Additional Agency Terms and Conditions

- (1.) To the extent applicable, vendor shall comply with ORS 279.312 in its entirety, and in this regard shall:
 - (a) Make payment promptly, as due, to all persons supplying to vendor labor or material for the prosecution of the work provided for in the contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the vendor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the UMESD, or its members, on account of any labor or materials furnished.
 - (d) Pay to the Department of Revenue of the State of Oregon all sums due it that are withheld from employees pursuant to ORS 316.167, if applicable.
 - (e) If the contract is for a "public improvement", as that term is used in ORS 279-312(2), demonstrate to UMESD that vendor has a drug-testing program in place.

- (2.) To the extent applicable, vendor shall comply with ORS 279.314 in its entirety, and in this regard:
 - (a) If the vendor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to vendor or subcontractor by any person in connection with the contract and such claim becomes due, the UMESD, or its members, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the vendor by reason of such contract.
 - (b) For purposes of the following provisions, the term "public improvement" means projects for construction, reconstruction of major renovations on real property by or for a public body. "Public improvement" does not include emergency work, minor alteration, ordinary repair or maintenance necessary in order to preserve a public improvement.
 - (c) If the contract with a vendor constitutes a contract for public improvement, and if vendor or a first tier subcontract of vendor fails, neglects or refuses to make payment to a person within thirty days after receipt of payment from UMESD, or its member, or a contractor, the vendor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279.445(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279.445. The rate of interest charged to the vendor or first-tier subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty days after the date when payment was received from the UMESD, its member, or the contractor, but the rate of interest may not be waived.
 - (d) If this contract is for a public improvement and if the vendor or a subcontractor fails, neglects or refused to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279-445.
 - (e) The payment of a claim in the manner authorized herein shall not relieve the vendor or the vendor's surety from any obligation with respect to any unpaid claims.

- (3.) If this contract is for a public improvement, then vendor shall comply with ORS 279.029 and execute and deliver to UMESD, or its member, a good and sufficient bond to be approved by UMESD, or its member, in a sum equal to the contract price for the faithful performance of the contract.

- (4.) To the extent applicable, vendor shall comply with ORS 279.316 in its entirety, and in this regard, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the district absolutely required it, and in such cases, the employee shall be paid at least time and a half pay:

- (a) for all overtime in excess of 8 hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (b) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work is four consecutive days, Monday through Friday; and
- (c) for all work performed on Saturday and on any legal holiday specified in ORS 279.334.

(5.) All employees of vendor shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC Sections 201 to 209 from receiving overtime.

(6.) If this contract is for a public improvement, contractor shall comply with ORS 279.318 in its entirety, and in that regard shall comply with any and all applicable ordinances or regulations of any federal, state, local, or tribal agency dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this contract.

(7.) To the extent applicable vendor shall comply with ORS 279.320 in its entirety, and in this regard:

- (a) Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of vendor, of all sums which the vendor agrees to pay for such services and all monies and sums which the vendor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (b) To the extent applicable, vendor shall comply with ORS 656.017, pertaining to providing workers compensation benefits.

(8.) If this contract is for a public improvement, to the extent applicable, contractor shall comply with ORS 279.348 to 279.380 relating to the payment of prevailing wages. The contents of this document entitled "Prevailing Wage Rates for Public Works Contracts" in Oregon, dated January 1, 2000, and issued by the Oregon Bureau of Labor and Industries is hereby incorporated herein by reference, and such prevailing rates of wage are those which shall be paid to all workers in each trade or occupation providing work in the performance of this contract for any contractor or subcontractor, and such workers shall be paid not less than the specified minimum hourly rate of wage. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279.375(1), and vendor shall pay the fees to the commissioner pursuant to the administrative rules of the commissioner. It shall be vendor's obligation to contact the Bureau of Labor and Industries for the payment of said fee, and for obtaining and maintaining a current listing of prevailing wage rates.

(9.) If this contract is for public improvements, then retainage shall be withheld in accordance with Oregon laws, and specifically with regard to ORS 279.420.

(10.) To the extent applicable, this contract shall be subject to any and all other provisions of ORS Chapter 279, the general contracting rules of UMESD or its members, and any and all other applicable laws and regulations.

(11.) If this contract is for public improvement, to the extent applicable, vendor shall comply with ORS 279.445, dealing with vendor's relations with subcontracts.

- (a) Without limiting the generality of the foregoing, in this regard vendor shall include a clause in each subcontract for property or services entered into by the vendor and a first-tier subcontract, including a material supplier, for the purpose of performing the contract:
 - (i) That obligates the vendor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the vendor by the UMESD or its member; and
 - (ii) That obligates the vendor, if payment is not made within thirty days after receipt of payment from the UMESD, or its members, to pay to the first-tier subcontractor an interest penalty on amounts

due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph.

(b) Vendor shall include in each of its subcontracts, for the purpose of performance of work in relation to the project, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(12.) Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$75,000 (ORS 279.027). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to:

(a) 5% of the project bid, but at least \$15,000, or

(b) \$500,000 regardless of the percentage, you must disclose the following information about that subcontract within four (4) hours of bid closing: (i) the subcontractor's name and address, (ii) the subcontractor's Construction Contractor Board registration number, if one is required, and (iii) the subcontract dollar value.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the disclosure form.

THE DISTRICT MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (ORS 137.040.0017).

To determine disclosure requirements, the UMESD recommends that you disclose subcontract information for any subcontractor as follows:

(a) Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).

(b) Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e., subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to:

(i) 5% of that lowest contract price, but at least \$15,000 or

(ii) \$500,000 regardless of the percentage.

Total all possible work for each subcontractor in making this determination (e.g., if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

(13.) Any contract with UMESD, or any of its members, shall be subject to the following additional condition: Any dispute arising between vendor and UMESD, or any of its members, shall be decided by litigation, not arbitration. Any and all such litigation shall take place in the state court in the county in which the UMESD, or its member, resides, the parties consenting to jurisdiction by said court and venue at such place, and waiving any and all objections to venue and jurisdiction for any reason, including forum non conveniens and/or diversity jurisdiction. In the event of litigation between the parties, the prevailing party shall be entitled to recover of and from the other its costs, disbursements entitled to recover of and from the other its costs, disbursements and attorney's fees incurred at trial, and on any appeal there from.

b. Procedure for Processing Orders

Once the award is made to the vendor, UMESD will inform its members of the contract by: 1) including the contract in the agency database that will be available on the UMESD website, 2) announcing the award in a periodic newsletter, and 3) publishing the contract information in a cooperative purchasing catalog hard copy and online catalog and disseminated to all members. A list of members, institution names, contact names, addresses and phone number on a computer disk is made available to the vendor. At this point the vendor contacts the

members and members may contact the vendor. When the member identifies a product or services and agrees on price it issues to UMESD a purchase order in cooperation with the vendor for that item or service. The purchase order must include an additional one percent (1%) administrative fee in the total to be forwarded by the vendor to UMESD after the sale. UMESD reviews the member purchase order to insure it is in compliance with the contract and assigns a UMESD purchase order number authorizing the purchase and use of the contract. Sales proceeding without a UMESD purchase order number are void and subject to contract restrictions with proceeding vendor and member. All participating vendors agree to and are subject to audit proceedings of UMESD member sales.

UMESD will then fax a copy and mail the original. Notification is also made to the member that the purchase order to the vendor has been approved and forwarded. Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes deliver to the member unless other arrangements are made in cooperation with UMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices in duplication the member and UMESD for the goods and service. This invoice includes the additional one percent (1%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the one percent (1%) administrative fee. UMESD then invoices the Vendor for the 1% administrative fee based on the sale of goods and services collected by the vendor. In the event of a lease the total administrative fee for the value of the goods shall be paid to UMESD by the vendor at the front end of the lease.

c. Members Purchasing under the Agency

UMESD is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law, UMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with UMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

14. Pennsylvania, Pennsylvania Education Joint Purchasing Council (PAEJPC)

a. Additional Agency Terms and Conditions

Advertising: The PAEJPC will require a marketing flier from each awarded vendor promoting the contract and AEPA relationship. PAEJPC will assist in the development of the marketing flier and material. This flier will be for distribution as well as an electronic version will be posted on the PAEJPC website for dissemination to all members. Vendors may purchase electronic advertising on the PAEJPC web site as approved by the PAEJPC.

Sale to Members: PAEJPC requires that all participating vendors offer the AEPA contract opportunity to only qualified members. Qualified members are defined under Section c and will be updated regularly.

Pricing & Ordering: Vendor will provide all pricing information in a electronic format and/or setup an electronic ordering system that would show the current contract prices along with the PAEJPC administrative fee of 1%. In the case of electronic ordering, the PAEJPC would have administrative reporting capabilities with an online ordering system.

The following items refer only to Construction and Portable/Modular Classrooms:

Vendor and/or Contractor will abide by all Federal, State, Local and Pennsylvania Department of Education laws, regulations that may apply to construction under this bid including those listed below. Vendor will be required to abide by laws or regulations from other states where a member is located.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: the contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the contractor agrees that:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
3. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

COMPETENT WORKMEN: No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that bidder the bidder will be required to replace any alternatives that do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined herein shall be used or supplied in the performance of the contract or any subcontracts there under.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

Payment Retention and Progress Payments: Unless a member stipulates otherwise, Payment Retention and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to PAEJPC for the progress payment. When 50% of the work is completed, one-half (1/2) of the amount retained shall be paid to the prime contractor, if the prime contractor requests payment, and if the member is satisfied with the progress of the work. After the work is 50% completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point 10% retention shall be reinstated. If the member and the prime contractor agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If a substitute security is agreed to, the prime contractor must provide PAEJPC and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against PAEJPC, the member, or the prime contractor, in relationship to the security assigned. The prime contractor, as authorized above, will pay any interest due a subcontractor or material supplier. A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified by PAEJPC within five (5) days of payment of each progress payment made to the prime contractor. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones.

b. Procedure for Processing Orders

Once the award is made to the contractor/vendor, PAJPC will inform its members of the contract by: (1) including the contract in the agency database that is available on the PAEJPC website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members, institution names, contact names, addresses and phone number will be made available to the vendor in an electronic format. At this point the contractor/vendor contacts the members and members may contact the contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price will include the following administrative fees:

- 1% (one percent) on all supplies, equipment and construction, etc.
- \$.10 per DTh on natural gas
- Other administrative fees as approved by the PAEJPC

These fees will be added to each invoice and will be quoted to each member in any pricing proposals that may be requested. The vendor will also compile a monthly report showing all purchases made by the PAEJPC members under this contract. The vendor will also produce an annual report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended.

The vendor will make all administrative fee payments to the PAEJPC by the 15th of the succeeding month after they have received payment and all checks are to be made payable to the CSIU and sent to Pennsylvania Education Joint Purchasing Council.

c. Members Purchasing Under the PAEJPC

PAEJPC is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership agreement with the PAEJPC and pay an annual membership fee. No district is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved PAEJPC membership list are eligible to purchase under these contracts. This list may change during the contract period.

Additional members may include other public educational institutions in the state, community colleges, vocational schools, charter schools, municipal and county governments, and other non-profit organizations from Pennsylvania or any other state where a member is located.

15. South Dakota, Mid Central Educational Cooperative (MCEC)

a. Additional Agency Terms and Conditions

Advertising: MCEC will require a marketing flier from each vendor promoting the contract and AEPA relationship. MCEC will assist in the development of the marketing flier and material. This flier will be for distribution as well as posted on the MCEC online catalog and disseminated to all members.

Sales to Members: MCEC requires that all participating vendors offer the Agency contract opportunity to all qualified membership. Qualified membership is defined under c.

Special Bid Security: All Bidders shall comply with state of South Dakota procurement code bidding requirements.

b. Procedure for Processing Orders

- (1.) Once the award is made to the vendor, MCEC will inform its members of the contract by:
 - (a.) Including the contract in the agency database that is available on the MCEC website
 - (b.) Announcing the award in its periodic newsletter and other MCEC member presentations as well as regular electronic and direct mail communications to members
 - (c.) Offering the opportunity to the vendor to publish the marketing information in a hard copy MCEC cooperative purchasing catalog.
- (2.) A list of members, institution names, contact names, addresses, and phone number on computer disk will be offered to the vendor if available. At this point the vendor must contact the members and members may contact the vendor.
- (3.) When the member identifies a desired product or service as available through the Agency contract and agrees on price as presented to the member by the awarded Agency vendor, the member then issues to the vendor a purchase order for that item or service.
- (4.) A copy of the member purchase order must be sent to MCEC for review and documentation and to insure it is in compliance with the contract.
- (5.) The purchase order must include an additional two percent (2%) administrative fee in the total cost, based on the total cost of goods and service including installation. This fee is to be forwarded by the vendor to MCEC after the sale and payment is made to vendor.
- (6.) Notification will be made to the vendor within five (5) working days in the event the purchase order is NOT in compliance with the contract and deemed void. The purchase order viewed as approved unless notified otherwise.
- (7.) The sale and transaction may continue without delay or anticipation of the MCEC purchase order verification number.
- (8.) When all the items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then forwards a copy of the invoice to MCEC. The invoice is to be marked "Copy". The invoice shall include the additional two percent (2%) administrative fee to the total amount invoiced based on the goods and services as defined and provided by the vendor. The administrative fee percentage is based on the total sale of goods and services including installation. In the event of a lease, the total administrative fee for the value of goods shall be paid to MCEC by the vendor at the front end of the lease.

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

(10.) MCEC requires that all participating vendors offer the AEPA contract opportunity to all qualified membership. Qualified membership is defined under c.

c. Members Purchasing Under the Agency

MCEC is a South Dakota based, legislatively created, cooperative organization formed under South Dakota state statutes. No agency is obligated to use these services and contracts, but they will find the benefits of low price advantageous. Qualified agencies include all public educational institutions to include universities, community colleges, technical colleges, state and private schools, charter schools, as well as all cities, counties, governmental agencies and all nonprofit organizations.

16. Texas, Educational Service Center - Region IV, Texas Cooperative Purchasing Network (TCPN).

a. Additional Agency Terms and Conditions

The Vendor is expected to promote the use of TCPN for this contract to Public Sector Organizations within the State of Texas.

Certification of Residency (Required by the State of Texas): The State of Texas has a law concerning non-resident Vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for TCPN to determine the residency of its vendors. In part, this law reads as follows:

Section: 2252.001

"Non-resident bidder" refers to a person who is not a resident.

"Resident bidder" refers to a person whose principal place of business is in this state, including a Vendor whose ultimate parent company or majority owner has its principal place of business in this state."

Section: 2252.002

"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Felony Conviction Notice (Required by the State of Texas): State of Texas Legislative Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Tax Exempt Status: All government agencies participating in TCPN are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property.

For Construction Only

Bid Security when required, (indicated on bid form) shall be furnished with the bid. The Bid Security shall consist of a certified check, cashier's check, or a bid bond in the amount of \$5,000.00 that shall be a guarantee to furnish Performance and Payment Bonds.

The Successful Bidder's Security will be retained until the Contract is signed and the required Performance and Payment Bonds have been furnished. If any bidder refuses to enter into a contract within 30 days or fails to furnish the required bonds, the Agency will retain the Bid Security as liquidated damages, but not as a penalty.

Performance Bonds when required, (indicated on the Bid Form) shall be furnished by the successful bidder in an amount equal to one hundred percent (100%) of the total amount of the contract sum, underwritten by such Surety Company as the Agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the Agency.

Payment Bonds when required, (indicated on the Bid Form) shall be furnished by the successful bidder, in the amount of the contract, solely for the protection of all claimants supplying labor and material as hereinafter defined, in the prosecution of the work provided in said contract, for the use of each claimant.

b. Procedure for Processing Orders

TCPN funding

The total cost of the TCPN program is funded through a two percent (2%) participation fee paid to TCPN by the participating vendors. This fee shall be included in all pricing to TCPN and listed as an additional charge. The fee is based on actual Vendor sales. TCPN does not charge any fees to participating government agencies. Purchase orders are issued by participating agencies to the Vendor. The purchase orders are sent to TCPN where they are reviewed and edited by TCPN and forwarded to the Vendor within one working day. "Automated contracts" may be negotiated with TCPN that provide for purchase orders to be sent directly to the vendor with reports of usage submitted periodically to TCPN. Vendors deliver goods/services directly to the participating agency and then invoice the participating agency. The Vendor receives payment directly from the participating agency.

c. Members Purchasing Under the Agency

The Texas Cooperative Purchasing Network (TCPN) operates under the Region IV Education Service Center, Houston, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas. TCPN is currently processing in excess of \$8 million dollars per month in purchases for over 500 government agencies throughout the State of Texas.

17. Washington, King County Directors' Association (KCDA)

a. Additional Agency Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Employees Who Have Been Convicted of Crimes Against Children: The contractor, or any of his subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9S.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Consultants/Contractors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. The consultant shall provide a copy of the record to the person applying for employment to the school location. If the Consultant/Contractor or applicant has had a record check within the previous two years, the Consultant/Contractor may waive the requirement. The Consultant/Contractor shall determine whether the applicant or the Consultant/Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, is disqualified from employment by school districts and their Consultants/Contractors hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony involving of sexual exploitation of a child under chapter 9.98A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

The Consultant/Contractor will comply with all applicable state and federal laws regarding hiring of employees, including provisions of RCW 43.43.830-43.43.834 and RCW 10.97.030 and 10.97.050 relating to fingerprint and background checks through the Federal Bureau of Investigation and Washington State criminal identification fingerprint card, and RCW 9.96A.020 and the 1993 Chapter Law 71 relating to disqualification from employment.

Contract Default: In the event that a contractor cannot fulfill this contract for any reason, KCDA reserves the right to purchase goods and services covered by contract upon the open market, charging the contractor any difference in costs as well as any costs associated with procuring replacement goods and services.

Lease and Rentals: If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. If the KCDA member leasing the goods and/or services loses its funding for those goods and services, the contractor agrees to allow the member to terminate the lease by paying for the balance of the current years lease and any freight charges back to the contractor. In addition, the member must give a 30 day written notice of lost funding, announce the fiscal period that funding ended and cannot replace the leased goods and/or services with another similar product.

Litigation: Should there be a need for litigation arising from any of these contracts, all legal action must be filed in the County of King in the State of Washington.

Use of Tobacco on School Premises: RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

The following items refer only to public works:

Public Works: Any and all goods and services that require installation making those goods and or services permanent and fixed to the structure or grounds is required to be treated under the Revised Code of Washington as a Public Works Project and subject to any and all rules and regulations listed in the Public Works statutes.

Prevailing Wage Rates: It is the contractor's responsibility to acquaint him/her with, and comply with State Regulations regarding payment of wages on public works projects. The contractor, as established by the Washington State Department of Labor and Industries, will pay prevailing wage rates, for every job performed under this contract.

Special Bid Security: Before any work can commence, the following documents must be provided to KCDA: Performance Bond for the total of the proposal, Certificate of Insurance, Intent to Pay Prevailing Wages Form, and Current Washington State Contractors License Number. Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of Affidavit of Wages Paid Form, Releases from Washington State Department of Labor & Industries and the Department of Revenue, and acceptance of goods and services to the satisfaction of the KCDA ordering member. The acquisition of all permits as well as any drawings needed to obtain those permits is the responsibility of the successful bidder.

b. Procedure for Processing Orders

Once the award is made to the contractor, KCDA will inform its members of the contract. A list of members, institution names, contact names, addresses and phone numbers on computer disk is made available to the contractor. At this point the contractor contacts the members and members may contact the vendor. When the member identifies a product or service it issues to KCDA a purchase order for that item. The purchase order includes a service fee paid by the member to KCDA. KCDA reviews the member purchase order to insure it is in compliance with the contract.

KCDA then issues a purchase order to the vendor, faxing a copy and mailing the original to the vendor. Notification is also made to the member that the purchase order to the vendor has been prepared and transmitted. Upon receipt of the purchase order, the vendor provides the goods or services listed on the purchase order. It is important to remember the vendor makes delivery to the member. KCDA will not warehouse any items on this IFB. When all the items on the purchase order have been delivered to the member, vendor invoices KCDA for the goods and services. KCDA then invoices the member, and includes an additional service fee to the amount invoiced by the contractor. The member then pays KCDA and KCDA pays the vendor, retaining the service fee.

c. Members Purchasing Under the KCDA

The King County Directors Association (KCDA) is a member owned purchasing cooperative representing 291 school districts. In addition, KCDA provides purchasing services for numerous public agencies, political subdivisions, private schools as well as some public schools in the states of Alaska, Idaho and Montana.

18. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)

a. Additional Agency Terms and Conditions

Public Works and Contracts – Vendor shall comply with any and all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii) (copies available upon request).

b. Procedure for Processing Orders

Upon bid award to the contractor/vendor, NEW BOCES will inform its members and other qualifying purchasers of the contract by: 1) including the contract on the NEW BOCES website, 2) announcing the award in its periodic newsletter, and 3) publishing the contract information in a catalog disseminated to all members and other qualifying purchasers. A list of members and other qualifying purchasers, contact persons, addresses, and phone numbers will be made available to the contractor. When a member or other qualifying purchaser identifies a product or service for procurement, they issue a purchase order for that product or service. The vendor's price shall include a one percent (1%) administrative fee that the vendor will collect from the member or other qualifying purchaser. This amount will be remitted to NEW BOCES on a monthly basis. The vendor will compile an annual report showing all purchases made by NEW BOCES members and other qualifying purchasers under this contract at the conclusion of each calendar year.

Administrative fees will be payable to NEW BOCES on the 15th of the succeeding month and all checks are payable to NEW BOCES.

c. Members Purchasing Under the Agency

NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. Each of the K-12 school districts in the state is eligible to participate in NEW BOCES cooperative purchasing programs. No district is obligated to use these services but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous.

Additional qualifying purchasers may include other public or non-profit educational institutions in the state.

III. Specifications

Note: Throughout the category pages are names of major businesses and their products. The names that appear without the trademark or service mark remain the property of their respective owners.

A. *School Office Furniture*

Agency is seeking a contract for the entire line of school related furniture. Included in the request are a complete listing of classroom and instructional furniture; filing and storage cabinets; furniture systems including workstations and partitions; executive and administrative wood furniture; tables and related accessories; fully upholstered furniture; and a special category incorporating library furniture, cafeteria furniture, science laboratory furniture, vocationally related furniture and computer furniture. The Agency is also seeking three brackets of quality in each category. It is anticipated that no single manufacturer can provide the total array of requirements, and multiple awards are anticipated.

1. Glossary of Terms

No terms are defined.

2. Special Terms and Conditions:

The following are in addition to the standard terms and conditions. Please review these and indicate your acceptance.

The following special terms and conditions are in addition to the applicable general terms and conditions.

- A.2.1. The Agency has identified seven basic groups of furniture items. Items in the groups include, but are not limited to –
1. Classroom student desks, student chairs, stacking chairs and dollies or trucks to support stacking chairs, multiple and single use seating, beam and platform seating, including computer tables.
 2. Filing and storage cabinets, shelves, mobile carts, dollies, racks and accessories, ADP cabinets and accessories, lateral files, storage racks, multimedia cabinets and accessories, wardrobes, overfiles and accessories, blueprint filing, storage cabinets for forms, high density movable filing systems and accessories.
 3. Furniture systems and workstation clusters, demountable walls and partitions, freestanding acoustical panels and accessories, floor to ceiling partitions, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces, workstations, computer furniture and accessories, display and communication boards, wall stations and accessories.
 4. Executive wood furniture including desks, freestanding credenzas, bookcases, computer support furniture such as printer stands and monitor tables, work tables and console tables, occasional tables, table and case pieces for conference rooms, single item accent and specialty pieces.
 5. Tables and accessories as non-folding conference tables, folding or flip-top tables, high pressure laminate tables, complementing tables including end, lamp, corner, coffee, cigarette and console items, excluding computer tables.
 6. Fully upholstered furniture, sofas, loveseats, chairs and recliners intended for office use, complementing benches and ottomans, dual purpose seating/sleeping units, upholstered recliners, replacement covers and cushions.
 7. Special furniture including cafeteria furniture (both folding and non-folding), science classroom and laboratory furniture including fume hoods, vocational furniture including shop and other vocational areas.

A.2.2. The Agency has identified three basic brackets of quality. The brackets include Premium/Higher Cost furniture, Mid-Quality furniture, and Economy/Lower Cost furniture. It should be noted that all brackets are appropriate at the correct place in the correct school.

A.2.3. The Agency has identified the following matrix with specific manufacturers in each cell. Manufacturers named may place their product lines in additional cells, as needed. Manufacturers not named, but submitting a bid, may place their name in the cell(s) in which their products are equal to the named brand.

	Premium/Higher Cost	Mid Quality	Economy/Lower Cost
1. Instructional Furniture (classroom)	Capital, or equal	Royal, or equal	Virco, or equal
2. Filing and Storage Cabinets	Holga, or equal	Smith Systems, or equal	Virco, or equal
3. Furniture Systems, Workstations, Partitions, Walls	Steelcase, or equal	Hon, or equal	Budget Panel, or equal
4. Executive and Administrative Wood Office Furniture	Kimball, or equal	National, or equal	Hon, or equal
5. Tables and Accessories	Herman Miller, or equal	Hon, or equal	Allied, or equal
6. Fully upholstered Furniture	Herman Miller, or equal	United, or equal	Office Star, or equal
7. Cafeteria, Library, Science Laboratory, Vocational Furniture and Furnishings	SICO, or equal	Palmer Schneider, or equal	Midwest, or equal

A.2.4. Bidders will identify in which cell (group and bracket) their furniture line resides. A bidder may have multiple lines in different cells. A bidder may bid additional lines of furniture in the same bracket when the line offered meets or exceeds the specifications of the brand named. (For example, East-Side Furniture Company may manufacture three lines of workstations. Each line corresponds to one of the brands named in bracket three.)

A.2.5. Agency may convene a committee of five Agency and/or member procurement professionals to review classification to compare specifications of the furniture offered with the specifications of the brand named on the chart. If three or more of the five on the committee agree that the specifications are equal, the line in the cell, for that bidder will be defined responsive. The overall cost of similar furniture in the same cell will be compared during the evaluation process. Bidders are encouraged to offer escalating discounts based on quantity.

A.2.6. Bidders will select the bracket where the majority of their items fall.

A.2.7. Vendors must provide their product in all 18 states.

A.2.8. Vendor shall maintain a broad based line of items in available inventory. No line for a manufacturer should be submitted unless the annual sales in that line exceed \$100,000.

A.2.9. It is not the intent of this contract to displace existing or future competitive bids and proposals for the Agency.

A.2.10. All furniture sold by the bidder must be new.

A.2.11. The vendor agrees that full refund, credit, or exchange will be granted to any defective-on-arrival (DOA) merchandise, if reported within thirty (30) days of receipt of the order. If orders are received when school is not in session (spring break, summer vacation, Christmas break), the thirty (30) days may be extended for a reasonable period of time.

A.2.12. If vendor makes an error in pricing (typographical or photographic error, for example), Agency members reserve the right to return the product. The vendor agrees to pay for cost of any returned product due to a pricing error.

A.2.13. Vendor agrees to work with local dealers that normally provide and install their products to members, as needed.

3. Specifications

Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. Details for deviations will be listed by item number on the Category A Special Terms and Conditions and Specifications Page.

	Requirement	Comply	Deviate*
A.3.1	American National Standards Institute (ANSI/BIFMA) standards must be met or exceeded for general purpose chairs, lateral files, vertical files, lounge seating, desks and tables, and panel systems.		
A.3.2	American Society for Testing Materials (ASTM) standards must be met or exceeded, as appropriate, for Sound Absorption, Surface Burning, and Sound Transmission.		
A.3.3	Furniture must meet or exceed Underwriter Laboratories Inc (UL) Standards for Office Furnishings (UL 1286).		
A.3.4.	Furniture must meet or exceed the published manufacturer specifications of the products name in each of the cells to be considered “or equal”.		
A.3.5.	Bidder will provide a complete set of manufacturer specifications for each line of furniture offered and priced in the bid.		

4. Pricing Information

Bidders shall provide a discount and price schedule for Category A. A percentage off manufacturers price list is preferred. Catalog must be the regular, common available catalog distributed to schools. Include a copy of the catalog from which discount is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Installation cost, if any, may be itemized and priced per unit, or quantity. Installation cost includes removal of packing materials.

Extended Warranty

Provide Agency prices for all extended warranty plans.

Shipping Charges

Shipping charges must be clearly identified in the bid. Shipping costs may vary by distance from manufacturer or warehouse, and by method of shipping (truck or train load may be more economical on large orders). Shipping will be by the most economical system that meets installation time schedules.

B. Technology Catalog

Agency is seeking one or more catalog suppliers of technology products to provide next-day shipments to Agency and its members. The bidder selected must have a wide variety of technology products including computers, peripherals, software, projection devices, and computer supplies. Superior telephone help and ordering services are required. The vendor must provide Agency and its members with catalogs and/or a web page that lists products and prices for quick ordering.

1. Glossary of Terms

No additional terms have been provided in this section.

2. Special Terms and Conditions

The following are in addition to the applicable standard terms and conditions. Please review these and indicate your acceptance.

B.2.1. Vendor shall maintain a broad based line of at least 100,000 line items in available inventory in at least the majority of the commodity categories listed above.

B.2.2. Vendor shall have an electronic on-line catalog, for order entry use by and suitable for the member's needs.

B.2.3. It is not the intent of this contract to provide for all small purchases nor will this contract displace existing or future competitive bids and proposals for large categories of similar products.

B.2.4. Orders shall be delivered within 48 hours after receipt of order 90% of the time. The participating entity shall be notified by the vendor if product ordered cannot be shipped within this time period to give the member the opportunity to secure product elsewhere.

B.2.5. Price changes, if required, will be allowed only if manufacturer's published price catalog is superseded, revised or changed after the contract award. The vendor may pass on the applicable price increase or decrease to the agency, provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to the agency for review and written approval, prior to implementation of the price changes.

B.2.6. All products sold by the bidder must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if requested. Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and at the web site.

B.2.7. The vendor agrees that full refund, credit, or exchange will be granted to any defective-on-arrival (DOA) merchandise, if reported within thirty (30) days of receipt of the order. If orders are received when school is not in session (spring break, summer vacation, and Christmas break), the thirty (30) days will be extended for a reasonable period of time.

B.2.8. Due to the nature of direct mail-order business, Agency will require a single contact for problem solving. The bidder agrees to assign a senior-level employee (one authorized to make decisions) to the Agency member account. This employee will have a complete copy and must have working knowledge of the contract.

B.2.9. Shipping charges must be clearly identified in the bid.

B.2.10. Bidder must maintain a toll free technical support line open until 5 p.m., Pacific Time zone, Monday through Friday. A 24-hour toll-free order fax line is required.

B.2.11. If vendor makes an error in pricing (typographical or photographic error, for example), Agency members reserve the right to return the product. The vendor agrees to pay for cost of any returned product due to a pricing error.

B.2.12. A percentage off of your standard catalog pricing is preferred. Multiple percentage discount structure is also acceptable. Please specify where and how different percentage discounts apply.

3. Specifications

Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. List details for deviations by item number on the Category B Special Terms and Conditions and Specifications Page.

B.3.1 Hardware

	Requirement	Comply	Deviate*
B.3.1.1	Brand name items shall be bid for computer hardware manufacturers including, but not limited to; Apple, Digital, Canon, NEC, AST, Toshiba, Texas Instruments, HP, Microsoft and other Intel based computers and systems.		
B.3.1.2	Peripherals and related equipment bid shall include, but not be limited to: Monitors (CRT, LCD, Multi-Scan in various sizes), hard drives, CD-ROM drives, 16-bit audio cards, stereo speakers, 56k or faster modems, printers (label writer, dot matrix, ink jet and laser, b/w or color), digitizers, scanners, UPS units, PCMCIA cards, keyboards (standard, optical and ergonomic) and various input devices (mouse, trackball, digitizing tablets).		
B.3.1.3	Bidder shall provide PDA's, in various configurations and sizes, with appropriate software, hardware and peripherals solutions.		
B.3.1.4	Presentation products shall be bid, including projection panels, wireless remote control units, LCD panels, slide scanners, video capture boards and devices and digital video cameras (handheld or video conferencing solutions).		
B.3.1.5	Complete bar-coding solutions shall be bid; special use keyboards and mice, multimedia kits, and video peripherals from brand name manufacturers should be bid.		
B.3.1.6	Performance enhancement devices to enhance video, graphics, and multimedia shall be bid.		
B.3.1.7	Third party upgrades for earlier computer systems should include math coprocessors, accelerators, cache cards, and other CPU performance boosters.		

B.3.1.8	Computer accessories such as travel luggage/cases for computers, ergonomic products, security devices and glare reducing screens.			
B.3.1.9	Digital cameras and related peripherals, software and accessories shall be bid. Flash card storage should also be offered in sizes ranging from 4MB up to and above 160MB.			
B.3.1.10	Network hardware bid shall include, but not be limited to: NIC cards, switches, hubs and other related devices.			
B.3.1.11	Memory upgrades shall be bid in various sizes, configurations. RAM shall be available in the most acceptable industry standards possible.			
B.3.1.12	Print and toner cartridges shall be bid for industry standard printers.			
B.3.1.13	CD-Rewritable drives shall be bid, along with Zip, Jaz and other large format backup devices. These shall be available in either internal or external configurations.			
B.3.1.14	Storage shall include, but not be limited to: Zip disks, Jaz cartridges, super disks, CD-R, CD-RW, DVD-RAM, Optical disks, 4mm and 8mm data tapes, DLT and 3.5" diskettes.			
B.3.1.15	A variety of cables shall include, but not be limited to: USB, SCSI, serial, parallel, adapters, terminators, patch cables, video cables and power cables.			

B.3.2 Software

	Requirement	Comply	Deviate*
B.3.2.1	Major manufacturer software packages shall be bid in academic pricing package, when available.		
B.3.2.2	Software packages shall include, but not be limited to the following: Desktop Publishing, Image Processing, 3D graphics, CAD, Clip Art, Graphics, Multimedia, Internet site development, database, utilities, security, anti-virus, encyclopedia and educational titles.		

B.3.3 Presentation Equipment

	Requirement	Comply	Deviate*
B.3.3.1	Presentation equipment shall allow connection of multiple input sources, including but not limited to: Composite video, S-Video, Audio, IBM PC (or compatible), Macintosh OS, digital computer interface, analog computer interface or USB mouse.		
B.3.3.2	Presentation equipment shall be compatible with, at minimum, the following video formats: NTSC, NTSC 4.43, PAL, PAL-N, PAL-M, SECAM.		
B.3.3.3	Presentation equipment shall support, at minimum, the following resolutions: VGA (640 x 480), SVGA (800 x 600), XGA (1024 x 768) and SXGA (1280 x 1024).		

B.3.3.4	Presentation equipment shall be capable of displaying any number of colors, up to 16.7 million.		
B.3.3.5	Presentation equipment shall allow for front, rear, desktop or ceiling projection.		
B.3.3.6	Presentation equipment shall allow for computer control using a serial interface connection, or USB connection.		
B.3.3.7	Presentation equipment shall offer brightness levels ranging from 700 ANSI lumens to 1100 ANSI lumens, or better.		
B.3.3.8	Presentation equipment shall use single video chip technology, or better.		
B.3.3.9	Presentation equipment focal length shall range from 31 to 40mm, or better.		
B.3.3.10	Presentation equipment shall allow for projection distances ranging from approximately 4' up to 15', or better.		
B.3.3.11	Presentation equipment shall allow for image projection sizes ranging from 1' up to 11' (diagonal), or better.		
B.3.3.12	Presentation equipment shall have a 1.3:1 manual or motorized zoom lens, or better.		
B.3.3.13	Presentation equipment shall allow for audio (monaural or stereo) playback for varied input sources.		
B.3.3.14	Presentation equipment shall have lamps with a 1,500 hour life, or better.		
B.3.3.15	Presentation equipment shall have user friendly, on-screen menus to assist in operation and set-up.		
B.3.3.16	Presentation equipment shall come in a variety of size, allowing for portability and ease of transportation.		
B.3.3.17	Presentation equipment shall offer, at minimum, the following accessories: lamps, remote control, remote control with computer mouse control, laser or other pointing device, carrying bags (straps or wheeled), external audio system and portable screens.		
B.3.3.18	Presentation equipment must be available with a full year, non-prorated, warranty for parts and labor.		

4. Pricing Information

Bidders shall provide a discount and price schedule for Category B. All price schedules shall follow the format, and provide the information listed below. Additional pricing and/or discounts may be included.

Electronic price lists (3.5" disks, zip disks or CD's) must clearly be identified/labeled by including the vendor name, name of the bid and date. These must be placed in a protective pouch. Electronic price lists shall be in Microsoft Excel 2000 or less and shall allow for sorting on any of the fields listed below. All pricing data must be clearly dated, for audit purposes.

Manufacturer
Manufacturer part number
Vendor Part number (if different from manufacturer part number)
Product description
Dated List price
Percentage discount from list price
Final agency price (excluding freight)

Extended Warranty

Provide Agency prices for all extended warranty plans.

Shipping Charges

Shipping charges must be clearly identified.

C. Fuel

1. Natural Gas

It is Agency's intention to secure a contract for the supply of natural gas. This is a rapidly increasing cost for the members, and providing suppliers that can meet the needs of a large geographical region will reduce costs.

1.1. Glossary of Terms

Contract: The IFB, including Advertisement for Bids, Instructions to Bidders, Conditions of the Bid, Special Conditions, if any, the Specifications for the Articles, Supplies, Equipment and Materials, or a description of the Services desired, as well as the Bid, and the Gas Purchase Agreement, shall be collectively known and designated as the "Contract Documents" and together shall form the Contract.

LDC: Local Distribution Company

1.2. Special Terms and Conditions

C.1.2.1. Local Conditions: All deliveries shall be made as nominated into the LDC of each member of each Agency of each state, and prorated to the individual participant facilities.

C.1.2.2. Invoicing: Invoices shall be sent to the Business Office of participants being supplied on a monthly basis and will show all consumption for the previous month.

C.1.2.3. If any bidder finds discrepancies in, or is in doubt to the true meaning of any part of the specifications, or other contract documents, he shall at once submit to the Agency a written request for an interpretation thereof. Bidder submitting the request shall be responsible for its prompt delivery.

C.1.2.4. Each Agency will require that a contract be issued to each of their participating members for supply of natural gas under this bid.

C.1.2.5. All applicable federal, state, and local laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included verbatim.

C.1.2.6. Notwithstanding any other provision of this agreement, if any order, opinion, regulation, policy or tariff effecting gas transportation on the appropriate LDC systems imposes an additional charge upon any participating member which makes gas transportation, in that participating member's opinion, uneconomical, any participating member may terminate their participation under this agreement by thirty (30) days written notice to the seller.

C.1.2.7. Bidders must sign contract as prescribed by the forms. When the bidder is a corporation, documents must be signed by a president or vice president and by the secretary or assistant secretary. If signed by one person, a copy of the authority of such person must accompany the bid.

C.1.2.8. Participating members of the AEPA shall have no obligation to order a specific quantity of gas for any specific month.

C.1.2.9. Supplier must have an in-house legal counsel or retained counsel familiar with bid contracts and procedures.

C.1.2.10. Supplier shall warrant title to the gas sold in the AEPA' s participating members and in the event bidder is acting as agent for others in the sale of the gas, bidder must then warrant that it is fully authorized to sell such gas.

C.1.2.11. Supplier will be required to indemnify the Agency and its participating members and save them harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or attributable to the adverse claims of any and all persons or parties to the gas delivered by the supplier to the participating member's facilities.

C.1.2.12. Suppliers shall be required to nominate monthly volumes and audit the utility company's monthly statements. Supplier will be responsible for all monthly nominations and reporting to local gas company's representative. Supplier will report to the Agency on a quarterly basis a summary of the deliveries by account and to provide annual reports, savings reports for all members, and reports showing potential savings for new accounts when requested.

C.1.2.13. Bidder will appoint one person to be the primary contact for all accounts under this AEPA bid.

C.1.2.14. Bidder must be able to furnish and/or provide installation of telemetry where needed to provide for balancing requirements of the LDC. Bidder may place Agency and its members into certain pools that allow for greater flexibility in balancing requirements of a LDC.

C.1.2.15. Bidder will provide the additional cost for a performance bond should a member request one as a surcharge for MMBtu.

C.1.2.16. Bidder must be able to provide service to multi-state Agencies and all of their respective members. In the case where a LDC makes transportation requirements costly or prohibits transportation because of annual consumption, the AEPA will allow the bidder to deny service to selected accounts or members of the Agency.

C.1.2.17. The successful bidder, within 30 days of award notification, will perform the following:

a) Provide the Agency with a written guarantee that it has entered into a formal agreement that ensures the availability of the total estimated volume of natural gas required by the AEPA members and their participating school districts/members during the contract year;

b) Arrange for the producer to provide the Agency with a written commitment for the estimated required volume of natural gas, based on the actual previous usage that is included in the bid documents or posted on the AEPA web site;

c) Advise the Agency, in writing, what recourse will be taken should the required volume of natural gas not be available from the intended source on any particular date during the contract year. Alternate sources, if any, must be identified, guaranteeing that all supplies will be delivered directly into appropriate LDC system and necessitate utilization of no transportation system other than those named above;

d) Guarantee, in writing, that any increased costs to participating members, including penalties, which are a result of failure to deliver the required volume of gas, as specified, will be paid entirely by successful bidder; and

e) Ensure that any reserves will be held at the absolute minimum and reported to the Agency on a monthly basis. Should these reserves be considered by the Agency to have accumulated to an excessive amount, the reserves will be consumed during the following month, prior to making available any additional supplies.

1.3. Specifications

Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. List details for deviations by item number on the Category C Special Terms and Conditions and Specifications Page.

	Requirement	Comply	Deviate*
C.1.3.1	The quantities of natural gas supplied to the individual facilities shall be based on actual supply volumes purchased by member entities, as indicated on the form that will be available for download from the AEPA’s web site. Actual usage will vary with weather conditions and facility utilization.		
C.1.3.2	The vendor will not assign, transfer or sublet contract, unless specific permission to do so is requested in writing by the bidder, and granted in writing by the Agency.		
C.1.3.3	Bidders will quote all prices in the units of measurement as specified in the bid form.		
C.1.3.4	The Agency may require the successful bidder(s) to add an Agency administrative fee to the invoices for each of their participating members. This fee will be remitted to Agency on a monthly basis along with a recap sheet for all participating members within that Agency membership.		
C.1.3.5	Successful bidders must notify the AEPA prior to November of each year if they desire not to renew for the succeeding contract year.		
C.1.3.6	Supplier will generate savings reports for all participating members and potential members as requested and generate annual savings reports to the Agency.		
C.1.3.7	The Agency may at its option extend the successful bid prices to other members only after written agreement with the successful bidder. No bidder on his own shall extend this contract without the written authorization of the Agency.		
C.1.3.8	Should an imbalance be created on any transporter's line as a direct result of supplier injecting greater or lesser gas volumes than those nominated for the Agency’s members in any given month into the transporter's system and if a penalty is imposed by such transporter because of this imbalance, then supplier shall be responsible for and pay such penalty to the transporter.		

C.1.3.9	* Bidders should provide a brief description of their company background and experience in marketing gas supplies to commercial end-users with load factors similar to the participating member's facilities. Provide the total volume of gas supplied last year, the number and type (commercial/industrial) customers currently being serviced by your company on appropriate LDC and at least three current references (include company name, address, phone number and contact person) from each LDC. Further, Bidder shall provide an organizational chart, which outlines responsibilities of all personnel involved in handling gas for customers. Bidder will provide AEPA with a certification of the total financial line of credit available to the bidder for procuring natural gas.			
C.1.3.10	* Bidders shall furnish the total volume of natural gas produced last year if bidder is a producer or producer affiliate and the volume of gas directly marketed by bidder to industrial and commercial end-users. The bidder will further be required to demonstrate contingency arrangements or alternate natural gas supplies in the event of production related curtailments or depletion of the primary source of supply.			
C.1.3.11	* A sample draft of your company's Natural Gas Sales Agreement shall be attached to the bid.			
C.1.3.12	* Bidders must submit with bid, current transportation agreement information utilized in supplying current customers. Information should include but not be limited to transportation P/L, receipts points, contract number(s), shipper name, capacity (MDQ) and service (firm or interruptible).			

* Include with bid – required response. Failure to provide any or all requested information may render bid non-responsive.

1.4. Pricing Information

C.1.4.1 Prices quoted must be at the LDC city-gate and will include the commodity cost, all transportation costs, retainage and fuel usage.

C.1.4.2 Prices may be adjusted annually within one month of the start of the next contract year and will be based on the 12-month NYMEX supply contract.

C.1.4.3 Bidder will provide an annual fixed price for the July 1, 2002 to June 30, 2003 time period. Bidders will also provide the Basis Price with the option of locking the price in on the NYMEX either on a monthly or annual basis.

C.1.4.4 Bidder may submit other alternative prices that may over the year provide the best pricing for AEPA members such as a price not to exceed, short term month-to-month with option to lock in long term when market prices are lower, or any other alternative.

2. Propane

Various Agencies and their members throughout their respective states do not have natural gas available for heating and cooking and are utilizing liquid propane fuel to meet this need. This Agency is seeking a vendor(s) to provide propane fuel, propane tanks, hardware and other related propane maintenance services of vehicles, buildings, tanks, and appliances to a number of its members throughout the state regions covered by members of the AEPA. It is preferred to have one supplier cover all states, however in order to achieve the best pricing for it's members the AEPA will consider more than one supplier if necessary.

2.1. Glossary of Terms

No additional terms have been provided in this section. (See previous Glossary)

2.2. Special Terms and Conditions

C.2.2.1. Proposed prices for this category shall be based on the refinery cost, plus transportation, handling and service cost, supplier's overhead and profit.

C.2.2.2. A copy of the refinery posted price and a letter from the refinery verifying posted prices, plus a copy of the bill of lading shall be submitted to the participating member at the time of invoicing. Invoice prices per gallon must include the price components in item C.2.2.1.

C.2.2.3. Participating member's tanks will vary in size and the supplier must obtain the needed information from each member prior to acknowledging and scheduling a delivery. Tanks shall be filled on an as needed or requested basis and the supplier may establish a schedule with individual members.

C.2.2.4. Invoicing of propane delivered will be submitted to each participating member with a copy of the delivery ticket signed off by the member's representative and a copy of the required documentation as noted in item.

C.2.2.5. The location of the tank, its serial number, and the tank level before filling and after filling will be indicated on the invoice. The amount of propane dispensed in tank and the extended price will be tallied on each ticket. A total amount charged will be stated to indicate amount due for that delivery.

C.2.2.6. Each propane tank serviced along with its related hardware shall be inspected prior to filling to insure proper operation. Any/all concerns/problems observed shall be reported to the participating member's representative.

C.2.2.7. If the supplier intends to lease, rent and/or sell propane tanks as part of this contract, the tanks provided must be in new or like-new condition, must meet or exceed all federal, state, local and industry standards, and must have the appropriate inspections and certifications required before put in service. Tank color must be white unless otherwise directed by the participating member. Tanks and related equipment must be approved by any and all state agencies for each participating state.

C.2.2.8. Supplier will be knowledgeable of each state's requirements. Each installation will conform to NFPA 54, 58 and appropriate state Code LP Gas requirements.

C.2.2.9. The term of the contract will be for twelve (12) months at the price specified by the supplier in the bid with option to extend for three (3) additional 12-month periods beginning on July 1, 2002.

C.2.2.10 Escalation and de-escalation of fuel prices – Agency understands that propane fuel prices will fluctuate during the term of this contract due to supply, demand and market pressures. For this reason, it is understood that the propane supplier shall be allowed to raise and lower its price of fuel if its price of fuel purchased from its supplier increases or decreases. The documentation noted in C.2.2.2 of this section must be made available in order to justify any/all price adjustments.

2.3. Specifications

Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. List details for deviations by item number on the Category B Special Terms and Conditions and Specifications Page.

	Requirement	Comply	Deviate*
C.2.3.1	The quantities of propane supplied to the individual facilities shall be based on actual supply volumes purchased by member entities. Actual usage will vary with weather conditions and facility utilization.		
C.2.3.2	The vendor will not assign, transfer or sublet contract, unless specific permission to do so is requested in writing by the bidder, and granted in writing by the Agency.		
C.2.3.3	The Agency may require the successful bidder(s) to add an Agency administrative fee to the invoices for each of their participating member. This fee will be remitted to Agency on a monthly basis along with a recap sheet for all participating members within that Agency membership.		
C.2.3.4	Successful bidders must notify the Agency prior to November of each year if they desire not to renew for the succeeding contract year.		
C.2.3.5	Supplier will generate savings reports for all participating members and potential members as requested and generate annual savings reports to the Agency.		
C.2.3.6	The Agency may at its option extend the successful bid prices to other members only after written agreement with the successful bidder. No bidder on his own shall extend this contract without the written authorization of the Agency.		
C.2.3.7	* Transportation or delivery charges are based on the location of the production or storage plant and their proximity to each participating member’s tank location. Describe how these charges are to be determined.		

C.2.3.8	<p>* Supplier providing maintenance and repair services must clearly identify the types and level of services available, and the estimated response time to a request for service. Example of services to be provided are:</p> <ol style="list-style-type: none"> 1. Inspect and pressure test all storage tank fittings, gauges, vents, etc. 2. Inspect and pressure test all vaporizers; test fire units to assure they are operational. 3. Inspect and pressure test all gas lines from storage tanks into buildings. 			
C.2.3.9	<p>* Provide list of locations from where services will be provided for each Agency.</p>			
C.2.3.10	<p>* Provide a sample contract for lease/rental of tanks.</p>			

* Include with bid – required response. Failure to provide any or all requested information may render bid non-responsive.

2.4. Pricing Information

C.2.4.1. The supplier must clearly identify and state a price per gallon cost for each of these items.

C.2.4.2. Offers must provide within their response a price list for products to be bid.

C.2.4.3. Any and all materials costs must be presented. Items not listed may not appear on an invoice.

C.2.4.4. All labor costs must be provided per man-hour.

C.2.4.5. Travel time, mileage, and per diem policies and cost must be provided.

C.2.4.6. For evaluation purposes, please provide the appropriate, as if the purchase of propane and the related delivery was made on October 24, 2001. The cost submitted for this bid for propane will be the published refinery price per gallon as of 10/24/01, plus a per gallon transportation/delivery cost for each range of miles, plus cost per gallon for handling, service, overhead and profit. All costs for the purchase of and delivery of propane for each of the lots below must be included in one of the elements listed. Terms for determining the number of miles must be clearly noted, i.e., miles are round trip miles from storage facility.

Item-1. Transportation/delivery cost per gallon – 0 to 75 miles
 Bid per gallon, minimum order of gallons

Item-2. Transportation/delivery cost per gallon – 76 to 150 Miles
 Bid per gallon, minimum order of gallons

Item-3. Transportation/delivery cost per gallon – 151 to 225 Miles
 Bid per gallon, minimum order of gallons

- Item-4. Transportation/delivery cost per gallon – 226 to 300 Miles
Bid per gallon, minimum order of gallons
- Item-5. Transportation/delivery cost per gallon – 301 or more Miles
Bid per gallon, minimum order of gallons
- Item-6. Handling, service and profit cost per gallon for deliveries of
100 to 500 gallons price per gallon
- Item-7. Handling, service and profit cost per gallon for deliveries of
501 to 2,500 gallons price per gallon
- Item-8. Handling, service and profit cost per gallon for deliveries of
2,501 to 4,999 gallons price per gallon
- Item-9. Handling, service and profit cost per gallon for transport deliveries of
5,000 gallons or more price per gallon
- Item-10. The supplier may be hired on an as needed basis to perform maintenance and repair work
on propane gas lines and other related equipment. Please list your service charge rates
below:
- a. Inspect and pressure test all storage tanks including vaporizers. Bid per hour.
 - b. Inspect and pressure test main gas line from storage tank to the facility, apartment
or trailer homes. Bid per hour.
 - c. Pressure test gas lines at facilities, apartments, trailer homes. Bid per hour.
 - d. Costs for such tasks as gas lines modifications, new line installation, replacement
of damaged pipe, etc. Bid per hour, parts and material retail cost less what
percentage of discount.
 - e. Trouble-shoot and/or repair commercial rated heaters and stoves. Bid per hour,
parts and material retail cost, less what percentage of discount.
 - f. Other cost variables such as travel time, per diem, mileage and rental of
equipment.
- Item-11. Cost for leasing/renting propane tanks. Provide the following information for each size
and kind of propane tank to be made available.
- a. Include size/capacity of tank, delivery, installation, setup price, lease/rental price
for 6 months.
 - b. Include size/capacity of tank, delivery, installation, setup price, lease/rental price
for 12 months.
 - c. Include size/capacity of tank, delivery, installation, set-up price, lease/rental price
for 24 months.

D. Industrial Supplies Catalog

Agency is seeking a contract for the entire line of vendor's industrial supply catalog offering for the purpose of supplying items commonly used in the maintenance, repair and operations of the facilities of the Agency and its members. These items include, but are not limited to, the following categories: power tools, hand tools, electrical, lighting products, cleaning supplies and equipment, air filters, HVAC products and repair parts. Superior telephone help and ordering services are required. The vendor must provide Agency and its members with catalogs and/or a web page that lists products and prices for quick ordering.

1. Glossary of Terms

No terms are defined.

2. Special Terms and Conditions

The following special terms and conditions are in addition to the applicable general terms and conditions.

D.2.1. Vendor shall maintain a broad based line of at least 100,000 line items in available inventory in at least the majority of the commodity categories listed above.

D.2.2. Vendor shall have an electronic on-line catalog, for order entry use by and suitable for the member's needs.

D.2.3. It is not the intent of this contract to provide for all small purchases nor will this contract displace existing or future competitive bids and proposals for large categories of similar products.

D.2.4. Orders shall be delivered within 48 hours after receipt of order 90% of the time. The participating entity shall be notified by the vendor if product ordered cannot be shipped within this time period to give the member the opportunity to secure product elsewhere.

D.2.5. Price changes, if required, will be allowed only if manufacturer's published price catalog is superseded, revised or changed after the contract award. The vendor may pass on the applicable price increase or decrease to the agency, provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to the agency for review and written approval, prior to implementation of the price changes.

D.2.6. Vendor shall provide a Material Safety Data Sheet for all items sold if required. This information is to be provided on an OSHA Form 20 Material Safety Data Sheet or a suitable equivalent. A separate sheet shall be provided for each individual item when purchase is made. All products sold by the bidder must be new.

D.2.7. Only the newest versions of supplies and equipment will be bid. Older versions will only be sold, if requested. Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and at the web site.

D.2.8. The vendor agrees that full refund, credit, or exchange will be granted to any defective-on-arrival (DOA) merchandise, if reported within thirty (30) days of receipt of the order. If orders are received when school is not in session (spring break, summer vacation, Christmas break), the thirty (30) days may be extended for a reasonable period of time.

D.2.9. Due to the nature of direct mail-order business, Agency will require a single contact person for problem solving. The bidder agrees to assign a senior-level employee (one authorized to make decisions) to the Agency member account. This employee will have a complete copy and must have working knowledge of the contract.

D.2.10. Shipping charges must be clearly identified in the bid.

D.2.11. Bidder must maintain a toll free technical support line open until 5 p.m., local time at the agency site, Monday through Friday. A 24-hour toll-free order fax line is required.

D.2.12. If vendor makes an error in pricing (typographical or photographic error, for example), Agency members reserve the right to return the product. The vendor agrees to pay for cost of any returned product due to a pricing error.

D.2.13. A percentage off your standard catalog pricing is preferred. Multiple percentage discount structure is also acceptable. Please specify where and when different percentage discounts apply.

3. Specifications

Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. Details for deviations will be listed by item number on the Category D Special Terms and Conditions and Specifications Page.

	Requirement	Comply	Deviate*
D.3.2.1	Quality of products offered by the bidder should be equal to or better than those offered by Dewalt, Milwaukee, Stanley, Nicholson, GE, 3M, Wilton, Rubbermaid, Square D, Norton, Master Lock and similar quality manufacturers.		
D.3.2.2	Replacement parts shall be OEM quality.		

4. Pricing Information

Bidder shall provide a discount and price schedule for Category D. All price schedules shall follow the format, and provide the information listed below. Additional pricing and/or discounts may be included.

Electronic price lists (3.5" disks, zip disks or CD's) must clearly be identified/labeled by including the vendor name, name of the bid and date. These must be placed in a protective pouch. Electronic price lists shall be in Microsoft Excel 2000 or less and shall allow for sorting on any of the fields listed below. Price data must be dated for audit purposes.

Manufacturer
Manufacturer part number
Vendor Part number (if different from manufacturer part number)
Product description
Dated List price
Percentage discount from list price
Final agency price (excluding freight)

Extended Warranty

Provide Agency prices for all extended warranty plans.

Shipping Charges

Shipping charges must be clearly identified in the bid.

E. Modular Buildings / Portable Classrooms

AEPA is seeking a source for factory-built buildings for schools and other public uses. Many factory-built buildings on school campuses are used for portable classrooms. Because portable classrooms tend to become long-term units on a school campus, AEPA desires top-of-the-line factory-built buildings with a long life cycle. Vendors proposing units for the public through AEPA must offer quality construction that meets or exceeds the journeyman proficiency required by state statute. Since some state laws require the manufacturer of factory-built structures to have ten (10) years experience, offerors must supply references and historical data.

Additional necessary on-site work to make the unit functional, or to relocate existing buildings, is also requested.

Bidders are encouraged to secure copies of the relevant laws and rules to use in the preparation of this solicitation from the proper agency or department of the 18 member states. Some states have strict public works laws, eight-hour labor laws, prevailing wage rate requirements, offshore items statement rules, time limits on liquidated damages, and other laws, ordinances, codes and regulations that may apply to this contract. They will be considered included, as required by state law.

In some states, an installer of factory-built buildings may be required to hold a Master Installer license, a Commercial General Contractor license, or some other license. Bidders must follow the requirements, if any, for the state in which a sale is made. Manufacturers may NO BID the alteration, repair and relocation of factory built buildings totally, or in specific states. Successful bidders must be able to offer the sale and installation of factory-built buildings in each of the 18 states that are members of AEPA.

1. Glossary of Terms

Factory-built building A residential or nonresidential building including a dwelling unit or habitable room thereof which is either wholly or in substantial part manufactured at an off-site location to be assembled on site.

Installation of factory-built buildings The placing of units on foundation systems, connecting the unit to on-site utility terminals, and anchoring the units.

Offshore Items "Offshore Items" are those items procured from sources beyond the territorial boundaries of the United States including the states of Alaska and Hawaii.

Subassembly A prefabricated wall, floor, ceiling, roof or similar combination of components.

2. Special Terms and Conditions

The following special terms and conditions are in addition to the applicable general terms and conditions that appear earlier in the document. Any provision of law, rule, or regulation that is required to be included in this contract will be read as if in this contract, whether or not physically included.

E.2.1 PUBLIC WORKS: This is a public works contract and any public works laws of a state apply.

E.2.2 DESIGN: The classrooms requested shall be bidder-designed units for single and double sized classrooms with and without restroom facilities conforming to Agency minimum requirements. Single classrooms are to have a minimum of 900 square feet of area, (unless a state law requires a different minimum), while the double classrooms are to have a minimum of 1,790 square feet of area (unless a state law requires a different minimum),. Classrooms bid with restroom facilities are to be figured at one restroom per classroom.

E.2.3 SUBSTITUTIONS: The standards contained in these specifications are minimums. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Agency reserves the right to reject any and all substitutions.

E.2.4 PERFORMANCE AND PAYMENT BOND: If required by the member school district, the Bidder shall, at the receipt of an Agency/member Purchase Order, furnish the member on whose behalf the Purchase Order is issued, a corporate surety bond in the full amount of the Purchase Order for the faithful performance of the contract, as conditioned below. The surety must be authorized to do business in the State of Agency and be satisfactory to Agency and the member. Each bond shall be in the form required by the state of Agency.

The contract bond furnished by the Bidder shall be payable to the member. *It is the Bidder's responsibility to determine if the member requires a performance bond and it must be issued prior to commencing work on any project or projects surrounding this Purchase Order.*

E.2.5 EIGHT-HOUR LAW AND PAYMENT FOR LABOR: The Bidder agrees that all labor rates will be in compliance with all state and federal laws. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to Agency.

E.2.6 ACCIDENT PREVENTION: Precaution shall be exercised at all times by the Bidder for the protection of persons, employees and property. The safety provisions of applicable laws and local buildings and construction codes shall be observed. The operations of the Bidder for the protection of persons, and for guarding against hazards of machinery and equipment, shall meet the requirements of state law and all safety regulations as set out in effect at the time of call for bids.

The Bidder will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Agency or member may, at any time, conduct construction observations of the Bidder's safety measures, in, on or near the construction site. It shall be the Bidder's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, Part II of the Federal Register by the U.S. Department of Labor. The Bidder shall be responsible for providing all such safety measures and shall consult with the state or federal safety inspector for interpretation whenever in doubt as to whether safe conditions do or do not exist or whether he is or is not in compliance with state or federal regulations.

E.2.7 HAZARDOUS CHEMICALS: The Bidder shall submit to Agency or its member a list of all hazardous chemicals to be brought by the Bidder or its subcontractors onto Agency or its member property.

E.2.8 SEPARATE CONTRACTS: Agency and its members reserve the right to award separate contracts in connection with other work on the sites. The Bidder shall afford separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the executions of their work, and shall coordinate its work with theirs as necessary. Should the Bidder wrongfully cause damage to the work or property of any separate contractor, the Bidder shall, upon due notice, promptly attempt to settle with such other contractor, by agreement or otherwise, to resolve the dispute.

E.2.9 PERSONAL LIABILITY OF PUBLIC OFFICIALS: No officer of Agency or its member shall be personally responsible for any liability arising under or growing out of the contract.

E.2.10 PERMITS AND FEES: The Agency or its member shall secure and pay for any permits and governmental fees necessary for the proper execution and completion of the work, which are legally required at the time the buildings are to be installed. Fees charged by the State of the Agency for approval of the "Statement of

Intent to Pay Prevailing Wages” forms and certification of the “Affidavit of Wages Paid” forms, for example, shall be paid by the Bidder and should accompany the submitted forms.

E.2.11 USE OF PREMISES: The Bidder shall confine its equipment, storage of materials and operation of work to the limits indicated by law, ordinances, permits or direction of Agency or its member, and shall not unreasonably encumber the premises with its materials. The Bidder shall comply with Agency or its member instructions regarding signs, advertisements, fires and smoking. The Bidder shall be solely responsible for materials and equipment stored on the site. The type and extent of security provided shall be at the Bidder’s discretion.

E.2.12 CONFINE OPERATIONS WITHIN RIGHTS OF WAY AND EASEMENTS: Property lines, limits of easements, and limits of construction permits are indicated on the plans and it shall be the Bidder’s responsibility to confine its construction activities within these limits, unless it makes arrangements for use of private property. Before using any private property adjoining the work, the Bidder shall file for written permission of the property owner, and upon vacating the premises, the Bidder shall furnish Agency and its member with a release from all damages, properly executed by the property owner.

E.2.13 CONSTRUCTION SCHEDULE: After a purchase order is issued for a project, the Bidder, if requested by Agency or its member, shall immediately prepare and submit to Agency or its member for approval, a progress schedule that will insure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Bidder to start work immediately upon order of Agency or its member and carry out the schedule to completions of the contract within the time specified.

E.2.14 NOTICE TO PROCEED AND PROSECUTION OF THE WORK: Written notice to proceed shall be given after the contract has been executed and the performance bond and all required insurances have been filed with and approved by Agency or its member. The Bidder shall not commence work under the contract until such written notice has been given by Agency or its member. This notification will include a purchase order.

E.2.15 TIME TO COMPLETE AND LIQUIDATED DAMAGES: The individual projects shall be completed within the time limits stated on the purchase order. If the Bidder is delayed at any time in the progress of the work by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Bidder’s control, the completion date shall be extended by change order for such reasonable time as agreeable by the Agency or its member, and the Bidder.

If the Bidder shall fail to complete the work within the time specified, it shall pay Agency or its member as liquidated damages, an agreed amount per day for each calendar day that the work remains uncompleted beyond the specified completion date or time period, unless there shall have been an extension of time granted by Agency or its member where the project is being performed. In the event of an extension of time, the Bidder shall pay Agency or its member as liquidated damages agreed upon per day for each calendar day that the work remains uncompleted beyond the date or time period fixed by the extension of time. The dollar amount of liquidated damages will be determined in writing between the member (buyer) and the vendor prior to start of project. The bidder agrees to inform the buyer, in writing, of this requirement. The Bidder does hereby authorize Agency or its member to deduct such liquidated damages from the amount due, or to become due, the Bidder. The Bidder further agrees that any such deduction shall not in any degree release it from further obligations and liabilities in respect to the fulfillment of the entire contract.

In states where liquidated damages are not required, Agency members may waive this part of the contract.

E.2.16 FORFEITURE OF CONTRACT: Should the Bidder at any time refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, Agency or its member may, at its option, after giving ten (10) days written notice to the Bidder, provide such

sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this contract.

In the event of such refusal, neglect, or failure, Agency or its member may, by written notice to the Bidder and its surety or his representative, or if the Bidder abandons the work undertaken under the contract, Agency or its member may, at its option with such written notice to the surety and without any written notice to the Bidder, transfer the employment of said work from the Bidder to the surety.

Upon receipt of such notice, the surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract, and employ by contract or otherwise, any person or persons to finish the work and provide the material therefore, without termination of the continuing full force and effect of the contract.

In case of such transfer of employment to the surety, the surety shall be paid in its own name on estimates covering the work subsequently performed under the terms of the contract and according to the terms hereof, without any right of the Bidder to make any claim for the same or any part thereof. In lieu of the foregoing, if Agency so elects, it may terminate the employment of the Bidder for said work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of completing the work included under the contract, and employ by contract or otherwise, any person or persons to finish the work and provide the materials therefore. In case of the discontinuance of employment by Agency as aforesaid, the Bidder shall not be entitled to receive any further balance of the amount to be paid under this contract until the work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by Agency or its member in finishing the work, and all damages sustained or which may be sustained by Agency or its member by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by Agency or its member to the Bidder. If such expense and damages shall exceed the unpaid balance, the Bidder and his surety and each thereof shall be jointly and severally liable therefore to Agency or its member and shall pay the difference to Agency or its member.

Notwithstanding the foregoing, Agency or its member, in the event of the Bidder's breach of the contract, reserves the right to terminate the Bidder and exercise any and all remedies at law or in equity.

E.2.17 CLEANUP AND DAMAGE REPAIR: From time to time or as ordered by Agency or its member and immediately after completion of the work, the Bidder shall at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the work. The Bidder shall repair or have repaired any damage caused by it or its operations. Upon failure to do either the required clean up or repair within twenty-four (24) hours after request by Agency or its member, the work may be done by Agency or its member and the cost thereof be charged to the Bidder and deducted from its compensation. Upon completion of the work, the Bidder shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a workmanlike manner, ready for use and satisfactory to Agency or its member.

E.2.18 LAWS, ORDINANCES, CODES AND REGULATIONS: The bidder shall comply with all Federal, State and local laws, ordinances, codes and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. Unless otherwise required by law or regulation, no local building code or enforcement Agency, or their adopted building codes, may require that any unit which has been certified by the state be subjected to local inspection to determine compliance with any standard covering any aspect of the unit, or that any inspection fee can be charged. Only local codes that deal with zoning requirements, building setback, maximum area and fire separation requirements, site development and property line requirements and requirements of on-site utility terminals are permitted, or as established by state law. The Bidder shall indemnify and save harmless Agency or its member against any claims arising from the violation of any such laws, ordinances and regulations. The Bidder shall also satisfy all authorities having jurisdiction and, where necessary, obtain such

permits as may be required. Time delays or additional costs caused by compliance with any law or regulation shall not be cause for time extension or extra payment by Agency or its member.

Any aspect of the manufacture, installation, or relocation of a factory-built unit not covered by a building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in the United States.

Factory-built buildings that are manufactured out-of-state may not enter some states until an engineer who is registered in that state has certified the detailed plans for the building. Such certification shall be prior to construction.

Factory-built buildings shall be installed in accordance with state rules, with approved plans approved pursuant to state law. The contractor agrees to prepare any necessary application form, pay all administrative and review fees, and provide all necessary documentation as identified by state law or rule. A copy of the application and forms shall be made available to the member, upon request.

The contractor or manufacturer shall not charge the member any costs incurred in the inspection of factory-built buildings or dealer facilities, or for technical services by a state office or authorized local enforcement agency. No installation will be made until approved by an appropriate zoning department of the county, municipality or other political subdivision where the installation is to occur. No installation will be made without an approved foundation plan.

E.2.19 SHOP DRAWINGS AND SUBMITTALS: Prior to construction of a unit or subassembly, plans shall be approved in accordance with relevant state law, if any. Shop drawings, if necessary, which are herein defined as drawings, illustrations, computations, charts, brochures, and manufacturer's details, shall be furnished by the Bidder, as directed in the specifications, to show details of the project. Prior to furnishing shop drawings, the Bidder shall verify all details and coordinate with manufacturers and subcontractors to insure correctness and conformance to the plans and specifications. If shop drawings differ from contract requirements, the Bidder shall so advise Agency or its member with written notice stating the reason for the difference.

Shop drawings shall be transmitted to Agency or its member by the Bidder only and not by manufacturers or subcontractors. Format and procedure for transmittal shall be established by Agency or its member.

The Bidder shall submit shop drawings in orderly sequence and with such promptness as necessary to allow for reasonable checking time and subsequent completion of the work as provided by the contract. The Agency or its member shall review and return shop drawings with reasonable promptness. Five (5) copies of each shop drawing shall be provided by the Bidder. Three (3) sets shall be returned to the Bidder, either approved, marked for changes, or marked for rejection and re-submittal. The Bidder shall make any corrections required by the member school district and shall re-submit five (5) copies each, until approved. Work on any part of the project requiring shop drawings shall not be started until the drawings have been approved by the Agency or its member. No changes shall be made after the drawings have been approved unless authorized by Agency or its member. The Bidder's review and approval of shop drawings is limited to checking for conformance with design concepts of the project.

The Bidder shall be responsible for all details, quantities, dimensions, materials, coordination of work with others, and performance of the work in a safe and satisfactory manner. The approval by Agency or its member of any drawing or any method of work proposed by the Bidder shall not relieve the Bidder of any of its responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by Agency or its member or any officer or employee thereof, and the Bidder shall have no claim under the contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean

merely that Agency or its member has no objection to the Bidder's using, upon its own full responsibility, the plans or method proposed.

E.2.20 ACCEPTANCE: Acceptance shall be defined as final approval of the project only in that it has been performed, cleaned up, and completed in accordance with plans and specifications.

It is mutually agreed between the parties to the contract that acceptance of completion of the project shall constitute final acceptance of the work and materials included in the contract on the date of such approval. It is provided further that such approval shall not constitute an acceptance of any unauthorized work, that no payment made under the contract except the final payment shall be evidence of the performance of the contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material. The acceptance of the contract work shall not prevent Agency or its member from making claim against the Bidder under the warranty as set forth below.

E.2.21 WARRANTY: All materials and equipment incorporated into any work covered by the contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use and all workmanship shall be in accordance with best construction practices acceptable and subject to the inspection and acceptance of Agency or its member. The Bidder expressly warrants to Agency or its member that all materials, labor and equipment furnished from all faults and defects are in conformance with requirements of the contract. If within two (2) years of the date of acceptance of the work by Agency or its member, or such longer time period as may be prescribed by law or by the terms of any special warranty set forth in the contract, any work is found to be defective or not in accordance with the contract, the Bidder shall correct it promptly after receipt of notice from Agency or its member.

If the Bidder, after notice, fails within ten (10) days to proceed to comply with the terms of this warranty, Agency or its member may have the defects corrected and the Bidder and its surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of Agency or its member, delay would cause serious loss or damage, repairs may be made without notice being given to the Bidder and the Bidder shall pay the cost thereof.

Components and subassemblies may have longer warranties provided by a manufacturer or the vendor, and if so, those warranties shall prevail.

E.2.22 DOCUMENTS: A copy of any certification documents will be provided by the manufacturer to the member, upon request, or as required by law. A copy of any quality assurance manual provided to the state shall be made available to Agency or member, upon request. A copy of any document to be signed by the Agency or member and the contractor that identifies responsibility for engineering and construction documents, permits, work by others, footings, foundation and site work (soil conditions, drainage), utility placement and hookups, water and sewer connections, fire alarm and sprinkler issues, delivery, etc., must be provided to Agency, upon award of the project. The document will not contain any provisions that differ from this IFB. However, items not covered in this IFB may be considered. Agency reserves the right to reject any or part of the document that is not in the best interest of its members. The contractor will not require the member to sign any document, other than required permits and financial papers, that has not been first approved by Agency. The purpose of this document, if one is provided, will be to clarify the responsibility of both parties to guarantee a smooth delivery and installation of the modular building.

E.2.23 RECONSTRUCTION: Reconstruction on any factory-built building required because of damage that rendered the unit substantially unfit for the original intended use must comply with the standards and codes; drawings must be approved prior to reconstruction.

E.2.24 PARTNERSHIP: A manufacturer may partner with one or more in-state dealers to provide the necessary licenses and/or with installers holding required licenses. Agency/member will send all purchase orders and payments for buildings directly to the awarded contractor, not to sub contractors.

E.2.25 LEASES: Operating leases and/or financing may be bid as part of a vendor’s contract. Operating leases and/or financing may be offered by the contractor or through a specified third party subcontractor. However, the member shall not be limited to using the bidder’s lease or finance plan, and may use an alternative when it deems that to be in its best interest. All operating leases and financing agreements must contain a non-appropriation clause and be completed on forms approved by the Agency or the state. Any takedown and return costs must be identified in writing prior to establishing a lease. No property tax may be collected or invoiced to the school on leased property, unless required by law. A sample operating lease agreement and/or financing agreement shall be submitted, upon request by the Agency, prior to or upon notification of award.

Monthly lease payments shall be based upon a factor applied to the purchase price of the building. The lease factor shall remain firm throughout the contract unless or until the interest rate changes. Alternate methods for determining lease payments may be offered, subject to approval by Agency.

Interest rates for financing shall be determined by applying a percentage to be indexed to U.S. Treasury Bills. Alternate methods for determining interest rates may be offered, subject to approval by Agency.

E.2.26 WOOD STRUCTURES: Wood structures shall conform to industry standards, including, but not limited to, the following; Western Wood Products Association, *Western Woods Use Book Structure Data Design Tables*, latest edition, *Western Lumber Grading Rules* (latest edition), *Dry Dimensional Framing Lumber*; Sheathing shall be American Plywood Association performance rated panels bearing an APA registration trademark; Fastening shall be in accordance with C.A.B.O. report #NER272, UBC Table 25-Q and 47-G&J. When codes are in conflict, the more stringent code shall apply. Should code changes occur, pricing modifications may be made upon 30-day notice to Agency. Approval by the Agency is required for price changes.

3. Specifications

Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. Details for deviations will be placed in the bid document in the appropriate location.

Requirement		Comply	Deviate*
E.3.1 Contractor will provide high quality factory-built and relocatable buildings for public use such as classrooms, administrative offices, physical education facilities, library/media centers, multi-purpose activity centers, day care facilities, medical care facilities, and storage facilities. Although relocatable by design, the installed product must have the appearance of permanence.			
E.3.2 The modular design must permit the buyer to adapt the building to meet the need of the buyer. A variety of floor systems must permit standard as well as more permanent installation.			
E.3.3 Buildings and subassemblies must be manufactured pursuant to state law of the Agency.			
E.3.4 Steel and wood constructed buildings are requested.			
E.3.5 Contractor shall have the ability to assist Agency buyers with design and selection of a factory-built building to properly meet the buyer’s needs.			

E.3.6 Classrooms for high public use and 50-year life cycle may feature a 30-year roof guarantee, all-steel frame and stucco or steel siding, fully welded gutters and downspouts, 10-year exterior paint guarantee, steel exterior doors with ADA compliant locks and handles, 2 x 6 walls, R-19 wall and R-30 roof insulation, dual pane insulated glass, vinyl tackable wall surface, a wall stanchion system for shelving and cabinets, top-of-the-line marker boards, state-of-the-art energy efficient HVAC, and carpeting that meets or exceeds the specifications of Collins and Aikman vinyl-backed flooring.			
E.3.7 Each unit shall have a permanent serial number affixed during the first stage of manufacturing with location indicated in the drawing package. Each complete section shall have a state insignia of approval indicating the unit serial number and plan approval number located as indicated in drawing package.			
E.3.8 Factory-built buildings for public use shall comply with ADA requirements.			
E.3.9 Construction shall meet or exceed the most recent standards set in the Minimum Property Standards and the International Conference of Building Officials Uniform Building Code. Plumbing will meet the minimum standards of the latest edition of the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code. Electrical lines, outlets, and components will meet the latest edition of the National Electrical Code (NEC). Mechanical refrigeration must meet the standards of the Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials and International Conference of Building Officials. Copies of these codes are on file with the state agencies.			
E.3.10 Classrooms should be bid in these sizes: (others may be bid) <ul style="list-style-type: none"> • 28' by 60' (1,680 square feet) (wood and metal) • 28' by 67' (1,876 square feet) (wood and metal) • 30' by 30' (900 square feet) (wood and metal) • 30' by 60' (1,800 square feet) (wood and metal) • 30' by 68' (2,040 square feet) (wood and metal) • 36' by 60' (2,160 square feet) (wood and metal) • 40' by 64' (2,560 square feet) (wood and metal) • 60' by 60' (3,600 square feet) (wood and metal) • 70' by 72' (5,040 square feet) (wood and metal) 			
E.3.11 Contractor shall bid a variety of floor plans and building styles (i.e., exterior design, roof type, ceiling type, etc.).			
E.3.12 Contractor shall bid a variety of floor coverings. Various grades of carpet may be bid, but must have a minimum 10-year wear warranty by the carpet manufacturer. Floor coverings shall be priced by the square yard.			
E.3.13 Contractor shall bid a variety of window sizes, styles and types. Only high quality window hardware that meet or exceed the strictest industry standards will be used. Window options shall be individually priced.			
E.3.14 Contractor shall bid a variety of exterior and interior wall types and coverings. Exterior options may include stucco, baked on enamel, or 20-year exterior paint.			
E.3.15 Fire alarm fixtures may be bid including smoke, carbon monoxide and heat detector.			
E.3.16 Doors will include a standard 36" by 80" hollow metal 18 ga. welded frame, keyed lever set, ball bearing hinges, ADA approved closure, threshold, door bottom and weather-stripping. Exterior doors will be upgraded with continuous hinges and panic exit devices.			

E.3.17 Millwork and specialty items should include cabinets, marker boards, tack boards, and similar items. Bids must indicate the type of joinery available, the grades of wood used, and interior trim for cabinets.		
E.3.18 Plumbing options must include handicap rest rooms, stainless steel sinks, hot water heaters, and drinking fountains. Only high quality water faucets and fixtures will be permitted.		
E.3.19 Electrical options should provide for additional electrical power, energy efficient lamps with electronic ballasts, intercom system wiring and equipment, energy efficient exterior light, and additional power outlets. Any low voltage cabling will be a minimum of category 5.		
E.3.20 Interior partitioning options for rooms shall be priced by the linear foot.		
E.3.21 HVAC units shall be the finest in the industry, energy efficient, and fueled in the most economical way. (When natural gas is available, it will be preferred to electricity for heating and cooling.) Heat pumps will only be used in climates that permit efficient operation.		
E.3.22 Delivery, installation, foundation, skirting, steps, ramps and other related costs should be itemized and priced. These costs may be based on distance from manufacturer.		
E.3.23 An optional anti-rat floor barrier consisting of 26-gauge galvanized steel may be available as an option.		
E.3.24 A coating of an environmentally acceptable agent may be sprayed on the underside of the building as a moisture barrier, rust inhibitor and for termite resistance.		
E.3.25 For places with high winds (such as Houston), a hurricane resistant design for windows, shutters, foundation and footing may be bid.		
E.3.26 All units should be available for the Agency buyer to rent, lease and/or purchase. Lease and/or rental terms shall not exceed a maximum of 5 years, or the term permitted by state law.		
E.3.27 Specifications and drawings for the manufacturers' standard steel and wood construction buildings shall be included in the bid.		
E.3.28 Upon request, contractor shall dismantle existing factory-built building and prepare it for safe relocation to another site. All work shall be accomplished in accordance with applicable codes, rules and regulations. The work shall include, but not be limited to the following: disconnecting building from utilities, disconnecting systems connections, as required, disconnecting building from the tie-downs, separating modules, attaching plastic to cover the open sides of the modules, removing tie-downs and foundation pads/adjustable piers.		
E.3.29 Unless otherwise directed by the Agency buyer, contractor shall dispose of tie-downs removed from the existing building and move foundation pads or adjustable piers to the new building location for re-use.		
E.3.30 Contractor shall relocate existing factory-built building to new location in accordance w/codes, rules and regulations. The building shall be installed at the new location as specified below.		
E.3.31 Upon request, contractor shall provide, or cause to be provided, engineering and/or design work required to properly install and set-up the factory-built building. Properly licensed professionals shall perform such work.		
E.3.32 Contractor shall set factory-built buildings on appropriate temporary or permanent foundation systems. All foundation systems shall be accomplished by properly licensed professionals and comply w/codes, rules and regulations.		

E.3.33 Upon request, contractor shall provide, or cause to be provided, a concrete floor for any factory-built building to be installed by contractor. All such work shall be accomplished by properly licensed professionals and comply w/codes, rules and regulations.		
E.3.34 Contractor shall anchor factory-built buildings with tie downs in accordance w/codes, rules and regulations.		
E.3.35 Contractor shall reconnect building modules. Interior and exterior work associated with reconnecting the modules (i.e., repairing roofing and ceiling at the connection point, reconnecting ductwork, reconnecting utilities, etc.) shall be accomplished in a professional and workmanlike manner that complies w/codes, rules and regulations.		
E.3.36 Contractor shall connect, repair and perform alterations to water, waste, gas and electrical systems of all amperages to the proper on-site utility terminals provided by others.		
E.3.37 Upon request, contractor shall provide, or cause to be provided, utility development, and connection, including electric, gas, waste, and water. Utility development and connection shall be from the factory-built building's connection(s) to the closest appropriate existing site connection(s). All such work shall be by properly licensed professionals and in compliance w/codes, rules, and regulations.		

GENERAL METAL CLASSROOM SPECIFICATIONS

Code Requirements:

- General – Uniform Building Code (1997 or latest as revised)
- Electrical – National Electrical Code (1999 or latest as revised)
- Plumbing – Uniform Plumbing Code (1997 or latest as revised)
- Mechanical – Uniform Mechanical Code (1997 or latest as revised)

Roof – 2/12 slope – 1 hour rated assembly

- Design live load – 30 psf
- 29 ga. pre-finished steel roofing
- Corrugated steel decking, screwed to joists
- Galvanized Light ga. steel ‘C’ rafter @24” on center ea. complete with bridging
- Galvanized Light ga. steel closure track
- R25 friction fit fiberglass batt insulation
- “Polymax” vapor barrier, max. 25 FSR & 450 smoke density
- 2 layers gypsum wall board
- T-bar suspended ceiling, white metal, 2’x4’ white tiles, “Armstrong” Cortega #769, tee and angle
- Cutters, scuppers, roof drains, downspouts

Floor – 1 hour rated assembly

- Design live load – 40 psf
- 2 layers Type-X exterior grade gypsum wall board
- Steel channel perimeter frame complete with cross ties
- Galvanized light ga. steel ‘C’ cross joist @24” on center
- Galvanized light ga. steel track
- R25 friction fit fiberglass insulation
- Tongue and groove plywood sub floor, standard fir, screwed to joists, tongue glued
- Finish flooring site installed

Walls – Exterior - 1 hour rated assembly

Wall height – 8'4"

Ceiling height – 7'11"

26 ga. pre-finished vertical steel siding

Horizontal metal furring channels @24" on center, galvanized

"Typar" air barrier

5/8" exterior grade Type-X gypsum wall board, screwed

30 ga. metal window flashing pre-finished

30 ga. metal door flashing pre-finished

3 5/8" galvanized light ga. steel 'C' stud @24" on center, screwed

Galvanized light ga. steel tracks, screwed

R12 friction fit fiberglass batt insulation

6 mil. poly vapor barrier

5/8" Type-X gypsum wall board, screwed, applied horizontally

Vinyl clad gypsum wall board, with matching battens, 20 FSR, applied vertically

Walls – Interior – 1 hour rated assembly

5/8" type-X gypsum wall board, screwed, applied horizontally

Vinyl clad gypsum wall board, with matching battens, 20 FSR, applied vertically

3 5/8" galvanized light ga. steel 'C' stud @24" on center, screwed

Galvanized light ga. steel tracks, screwed

R11 Rockwool insulation

5/8" Type-X gypsum wall board, screwed, applied horizontally

Vinyl clad gypsum wall board, with matching battens, 20 FSR

Junction Walls

Steel channel beam, H.S.S. steel column

Doors – Exterior (keyed alike)

3' x 6'8" Insulated metal door with metal frame, painted both sides, "Von Duprin" 22 series panic hardware, non-removable pin BB hinges, closer, weather-stripping, H/C type aluminum sill, door sweep, rain drip at door bottom, gutter over door

Windows

4' x 3'6" vinyl framed nail-on-flange, horizontal slider with sealed air space, pre-finished white, screens, 1" horizontal mini-blinds

Moldings

Vinyl wrapped wood moldings, light oak. Wall base supplied and installed on site.

Exterior wall junction – pre-finished steel, color to match siding

Interior wall junction – 1x4 wood, painted to match wall finish

Ceiling junction – site installed suspended ceiling tiles and cross tees

Floor junction – site installed flooring

Roof junction – pre-finished metal ridge cap to match roofing

Mechanical

Wall hung heat pump 2 ton with 10kW heat

Galvanized duct, 4 sided, mounted above suspended ceiling

Suspended ceiling diffusers

Return air grilles through plenum wall

Programmable thermostat

Electrical

115/230 volt, single phase, 40 circuit, 200 amp stablok panel, lockable cover
Underground service, Nipple thru wall
Main breaker
AC cable wiring
Telephone/data outlet stub thru floor and to T-bar space with conduit, without wiring
Fluorescent 3 tube, 34 watt T12 w/E.S. ballast, T-bar suspended ceiling with diffuser
Exterior incandescent lighting, vandal resistant on photocell
Switches, 15 amp receptacles, white
Automatic shut-off of classroom lights as required
Clock outlets, 15 amp
Smoke detector, strobe, conduit to T-bar space only, without wiring or device
Fire alarm bell, manual pull stations, conduit to T-bar space only, without wiring or device
Fire alarm panel to be supplied by Owner
Meter base to be supplied by Owner

Site Conditions

Must be accessible by truck. Minimum 60' clear for float transport, minimum 30' clear for hitch and bogey
Soil bearing to be minimum 3000psf
Crawl space height may vary from 21" to 24"
Site shall be level with the maximum variation in grade elevations not to exceed 2"
Owner to provide site plan or stake out building location prior to delivery

GENERAL WOODEN CLASSROOM SPECIFICATIONS

Code, Rules and Regulations:

The building shall be constructed at the factory and installed at the site to comply with all federal and state codes and regulations including, but not limited to, the following:

Uniform building code, State Barrier Free Code, Uniform Plumbing Code, Uniform Mechanical Code.
Occupancy Group E
State Electrical, Fire and Health Codes.
State Factory-Built Commercial Structure Section.
The manufacturer is to have a minimum of 10 years experience building state approved, factory-built structures bearing gold labels. A minimum of 3 classroom project references must be supplied with your bid.
Contractor is to be a member in good standing of the Modular Building Institute.
The Buildings are to be manufactured off site and under cover to protect the moisture content rating of all kiln dried lumber, and lumber grading per the Western Grading Rules. Construction occurring outside or under tarps is unacceptable.

General Conditions:

All methods, materials and workmanship shall conform to industry standards. Structural design as per Western Wood Products Association, Western Woods Use Book Structure Data Design Tables, latest edition.

Design Criteria:

Floor Live Load	40 psf
Roof Live Load	30 psf
Wind	90 mph, Exposure B
Seismic	Zone III

Lumber: All lumber is graded per Western Lumber Grading rules (latest edition) published by Western Wood Products Association. Dry dimensional framing lumber.

Sheathing: All sheathing shall be American Plywood Association performance rated panels bearing an APA registered trademark.

Fastening to be in accordance with C.A.B.O. report #NER272, UBC Table 25-Q and UBC Table 47-G&J.

Where conflicts exist between codes and specifications and accompanying drawings, they should be brought to the attention of the Agency and its representatives immediately, for resolution. Otherwise it shall be assumed that the more stringent requirements shall apply. Should code changes occur, pricing modifications will be discussed at that time.

The contractor shall provide engineered building, foundation, and deck/ramp plans stamped by the Building Manufacturer's Engineer. Engineer must be licensed to do business in the State of the Agency.

Site Work:

Manufacturer to provide delivery and set-up of building.

Site utilities are provided by owner.

Site must have a minimum of 1500 psf of soil bearing capacity, provided by the Owner.

Unusual Conditions: If unusual conditions are encountered, such as rock formations, debris, unstable soil, etc. the extra materials and labor required to correct the condition including construction time as required will be billed as described in the bid. The owner will provide an all weather access to the building pad. It is understood that all equipment necessary to complete this contract shall be able to move by its own power where needed while on the site. If additional equipment is required, such as but not limited to towing equipment or concrete pumps, the extra cost will be billed as identified in the bid.

Installation Inspection: A representative of the building manufacturer must visit all installed buildings to verify that the buildings were installed per building manufacturer's engineered foundation plans and details.

Daycare Building:

It is the intention of Agency to be able to offer its members a building that meets the requirements for a Daycare facility. The building is to include the basic specifications of the classroom buildings, (i.e. wall, roof, etc.) plus the items listed below.

1. Cabinets: Plastic laminate face, modular production type with upper and lower cabinetry
2. Double compartment stainless steel sink
3. Single compartment stainless steel sink in classrooms
4. Appliances:
 - Slide-in 30" range: GE Model #JBS03GS or equal
 - Rangehood: GE Model #JV322 or equal
 - Refrigerator: GE Model #TDX15SN or equal
 - Option: Dishwasher, GE Model #GSD570 or equal

Foundation:

1. Footings: Pre-cast concrete pads and pressure treated wood pony wall for on grade foundation. Installer will provide and install 4"x8" mid-span beam, for support. Wet Stamped Engineering to be provided with bid submittal that must conform to all criteria as outlined in the 1997 UBC.
2. Vents: Galvanized screen wire
3. Steel Tie-Downs: Per design engineers layout
4. Skirting: To be pressure treated, painted to match siding, bottom to be held 4" above grade.
5. Sod and loose soil to be removed by Owner.
6. Contractor to provide and install 6 mil. vapor barrier.

Painting:

1. Wood on building: Face, back and edge, prime all plywood sidings and finish with two coats exterior solid body latex stain. Owner will select exterior body and trim color for each portable.
2. Metal: One coat primer and two coats finish paint.

Floors:

Joists: 2x8 @ 16" on center with joist hangers at all joists
Rims: Continuous single 2x8 microllam
Note: Moist-stop water barrier applied to perimeter at rims and end joists
Bottom Board: Class "A" woven polyethylene fabric
Insulation: R25 cellulose blow in
Decking (1st): Comply tongue and groove glued and nailed
Decking (2nd): Fiberbond under sheet vinyl @ RR's and VCT @ kitchen (Daycare only)

Walls:

Framing (ext): 2x6 @ 16" on center continuous single 2x6 microllam top plate; height=97"
Framing (int): 2x4 @ 16" on center or @24" on center (excluding 28 x 32 single classroom)
Plenum Wall: Standard for sound reduction – lined with 5/8" sheetrock
Columns: Wood end columns and steel post @32' built into crosswall (delete steel post for 28 x 32 single classroom)
Insulation (ext): R19 fiberglass batts
Insulation (int): R11 mineral wool sound attenuated batts @crosswall to 8' (28 x 64 and 42 x 64 double classrooms only)
Sheathing: 5/8" Type X gyplap
Siding: 5/8" Stimson Duratemp T1-11 with grooves 8" on center
Note: No horizontal breaks in siding except at endwalls – Use 4' x 9' panels
Note: Moist-stop water barrier applied under gyplap and siding @ all corners from floor to roof
Corner Trim: 1x4 clear cedar; 2"x2" galvanized flashing applied over siding and under corners
Fascia Trim: 1x6 clear cedar
Window Trim: 1x4 clear cedar
Mod lines Trim: 1x4 clear cedar
Skirting Trim: to be installed on site

Roof:

Framing: 28 x 32 Single and 28 x 64 Double and 28 x 64 Daycare: 2x10 rafter @24" on center, 2/12 pitch
42 x 64 Double and 42 x 64 Daycare: 2x10 rafter and Peak Trusses @24" on center, 2/12 pitch
Ridgebeam: Continuous Microlam (28 x 32 Single: continuous 1 3/4" x 24" Microlam)
Insulation: R30 cellulose blow in
Sheathing: 7/16" Oriented Strand Board
Cover: Pabco "Premier" 25 year architectural composition shingle High Wind Application
Note: Mop tar under shingles from eave up 2' towards ridge - Typical both eaves
Gutters: Optional, installed on site
Venting: Continuous eave and ridge
Building Ht: 13'2" @ middle module-Add trailer height – (42 x 64 double classroom only)

Doors:

28x32 Single: One exterior door; 3'x6'8"; insulated steel with steel jam, galvanized; BBH with non-removable pin hinges; painted; Schlage cylinder lock with LCN1461 closer and VonDuprin 221 panic bar.
28x64 Double: Same as above except two exterior doors
42x64 Double: Same as above except four exterior doors

Daycare(s): Same as above except four exterior doors. Plus two interior doors; 3'x6'8", pre-hung wood with wood jamb, hollow core vinyl wrap, standard hinges, VW Colonial Oak finish, A40L privacy lock. Plus, two interior doors; same as above except with A10L passage lock.

Butts: Exterior: 1 pair 4 x 4 NRP ball bearing. Interior: 3 ½ x 3 ½, 1 ½ pair per door

Threshold: Pemco #172A

Weather-Strip: Pemco #321CN x 36

Lockset: All handicap approved lever handle

Finish: All hardware color US-26D finish

Miscellaneous Metals:

Flashings: 26 gauge steel with factory finish

Gutters & Downspouts: Not required, listed as option.

Windows:

Two exterior windows; 46" x 48"; Philips brand; with horizontal slider; dual glazing; vinyl finish; and mini-blinds. (except 28x32 Single Classroom which has only one window)

Interior Finishes (all but Daycare Buildings):

Floor Covering: Optional, installed on site

Walls Vinyl wrap tack board "Calcutta Tan" over 5/8" Type-X Sheet rock

Base: Optional, installed on site

Trims-Walls: Vinyl wrap corners and battens

Windows: Pre-finished wood – vinyl wrap Colony Oak

Door: Pre-finished wood – vinyl wrap Colony Oak (where applicable)

Ceiling: 2'x4' suspended T-bar grid Height: 8'0" AFF

Interior Finishes (Daycare Buildings):

Restroom Floors: Congoleum "Diamond" sheet vinyl #9045

Kitchen Floors: Armstrong 3/32" VCT "Shelter White"

All Other Floors: Optional, installed on site

Restroom Walls: Vinyl wrap tack board "Calcutta Tan" over 5/8" Type-X sheet rock and plastic laminate wainscot per code

All Other Walls: Vinyl wrap tack board "Calcutta Tan" over 5/8" Type-X sheet rock

Restroom Base: 6" rubber

All Other Base: Optional, installed on site

Wall Trim: Vinyl wrap corners and battens

Window Trim: Pre-finished wood – vinyl wrap Colony Oak

Door Trim: Pre-finished wood – vinyl wrap Colony Oak

Ceiling: 2'x4' suspended T-bar grid Height: 8'0" AFF

Daycare Building Accessories:

Toilet Tissue Dispenser: 3 each, single roll

Mirror: 2 each, 24" x 36", glass

Grab Bar: 2 each 36" and 2 each 42"

Cabinets: Daycare Room: 2 each 45" base cabinets-full height doors with no locks – Hertco Laminate

Kitchen: 10 lf base cabinets plus space for a refrigerator and range – Hertco Laminate

Water Heater: 2'x2'x6' plastic laminate with removable service panel

Countertop: Custom with plastic laminate backsplash

HVAC System:

Comb. Heat/AC: Bard wall hung heat pump 2.5 ton 10 kw with commercial room ventilator
(42 x 64 Double Classroom and Daycare: 4 ton, 15 kw)
Note: 28 x 32 Single Classroom requires one of the above, 28 x 64 Double Classroom
and Daycare, and 42 x 64 Double Classroom and Daycare requires two.

Ducting: Galvanized overhead with flexduct sound isolation sleeves
Diffuser: 2'x2' T-bar with no dampers-flow controls at supply plenum
Thermostat: 7-day programmable Bard 8403-034
Return Air: Thru grilles in plenum wall down low
Fresh Air: As required to meet the Agency State Indoor Ventilation Code(s) for classrooms and/or daycares.

Plumbing (Daycare Only):

Toilets: Two handicap, pressure assisted tank type; One kiddee, gravity flush
Lavs: Two handicap, wall hung
Sink: Two stainless steel, 15"x15" bar sinks with gooseneck faucets; One 33"x19" double
compartment
Floor Drain: One, set in concrete
Water Heater: One 50 gallon electric in plastic laminate enclosure with removable service panel
DWV: PVC
Water: Copper and Wirsbo
Note: Plumbing tree stubbed to one point connection, shipped loose with building

Plumbing (As Option to Classrooms other than Daycare Buildings):

Handicap water closet with flush valve and seat, Kohler or equal
Grab bars per code
Handicap wall hung lavatory
Single handle faucet on lavatory
Handicap single glaze mirror with clips
2.5 gallon water heater, 115V

Platform, Ramp, and Stairs:

Base bid to include pricing for ramp at building standard height not to exceed 30"
Pressure treated "Tuff Tread" landing and ramp, maximum 1/12 slope to meet A.D.A. requirements
Handrails designed to meet A.D.A. requirements

Electrical:

This section shall be construed to cover everything essential for the completion of the entire electrical system, ready for normal and proper operation. All work to comply with applicable state and national codes. Power supply to stub out not included. All circuits to be #12 or larger copper wire.

Power Supply: 120/240 Volt, Single Phase, 60 cycle
Service: Single phase, stub thru
Panel: One each 200 amp (28 x 32 Single Classroom, one each 100 amp)
Material: Conduit

NOTE: All specific items are understood to be considered as requested, "or equal."

4. Pricing Information

Discount and Price Schedule

Bidders shall provide a discount and price schedule for modular buildings. Bidders shall use the schedules prepared in Section IV.D.D.

Additional pricing and/or discounts may be included, as identified in the specifications. Only items priced below may appear on a purchase order or an invoice.

Extended Warranty

Provide Agency prices for all extended warranty plans.

Shipping Charges

Shipping charges must be clearly identified in the bid.

Additional pricing and/or discounts may be included, as identified in the specifications. Only items priced below may appear on a purchase order or an invoice.

End and Center Sections, Wood Construction

Provide Agency prices for your standard wood construction end and center sections. Do not include interior doors or walls. List the sizes offered and the price for each.

End and Center Sections, Steel Construction

Provide Agency prices for your standard steel construction end and center sections. Do not include interior doors or walls. List the sizes bid and the price for each.

End and Center Sections, High Public Use

Provide Agency prices for your high public use end and center sections. Do not include interior doors or walls. List the sizes bid and the price for each.

Restroom Units, Wood & Steel Construction

Provide a schedule Agency prices for your standard wood and steel restroom units. For each unit, indicate:

Building Size # of Sinks & Toilets/Urinals	Type (Wood/Steel) Agency Price
---	-----------------------------------

Options/Upgrades/Deducts

Provide a schedule of options, deducts and upgrades. Options may include materials, equipment and design. Include a description and unit price for each.

Used Buildings/Existing Inventory

Indicate if used buildings/existing inventory are bid as part of your proposal. If they are, indicate how Agency pricing will be determined for those units. If a discount off a published price list will be used, indicate the name of the price list and the percent of discount. Attach a copy of the latest price list.

Destination/Delivery Charges

Provide destination charges for delivering buildings to the Agency or member's site. Because buyers will potentially be located in 18 different states, charges will differ.

Performance Bonds

Indicate the additional cost, if any, to provide a 100% performance bond, when requested by the Agency or member. Cost shall be listed as a percentage of purchase price, *not to exceed the cost of the surety.*

Additional Charges

Indicate any additional charges that might apply under an awarded contract. Provide a description and price for each. (Various states have laws that may require specific charges or labor rates.)

Operating Leases

Provide the payment factor for determining monthly payments on operating leases (i.e., .0175 times purchase price). If there are multiple payment factors, list all payment factors and the contract term for each. (This may differ by state.)

Purchase Financing

Indicate if financing of purchases is available through the manufacturer or a third party. Indicate the applicable interest rate at the time of proposal submittal. Indicate the percentage to be indexed to U.S. Treasury Bills to determine the interest rate at the time of financing. Indicate if the interest rate will change because of transaction size, bank qualification status, 501C(3) status, etc., and provide the relevant information for each of those changes (change in percent to be indexed to U.S. Treasury Bills, etc.). Indicate how long a rate quote will be firm.

Delivery Time

Indicate the number of days for delivery after receipt of a purchase order from Agency.

Modification

Pricing for installation, alteration, repair and relocation of factory-built buildings by a licensed and bonded master installer.

Bidders shall provide a discount and price schedule for the things below. Bidders may prepare their own schedules. However, all price schedules shall follow the format, and provide the information listed above. Additional pricing and/or discounts may be included. Bidders may NO BID items such as relocation of existing buildings and shade structures.

Preparing Existing Factory-Built Buildings for Relocation

Provide Agency prices for dismantling existing factory-built buildings and preparing them for relocation to new sites. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services.

Relocation of Existing Factory-Built Buildings

Provide Agency prices for relocating existing factory-built buildings to new locations. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services associated with the move. Include the following as a minimum:

- Flat rate or cost per mile to transport the factory-built building (price per module, if applicable)
- Cost(s) for escort vehicles, as required
- Cost(s) for permits, etc., as required
- Other charges, as required

Installation of Factory-Built Buildings

Provide Agency prices for installing factory-built buildings. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following as a minimum:

- Installation and set-up charge (per module, if applicable)
- Other charges, as required

Foundations

Provide Agency prices for furnishing and installing foundations for factory-built buildings. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following prices as a minimum:

Temporary foundation (i.e., concrete block footings and/or adjustable piers)
Permanent foundation (concrete, per all code requirements)

Tie -Downs

Provide Agency prices for furnishing and installing tie-downs for factory-built buildings. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following prices as a minimum:

Temporary (auger and/or cross bar type)
Permanent (Welding to metal plates in permanent foundations)

Utility Development and Connection

Provide Agency prices for furnishing and installing the materials and services necessary to complete utilities connections from the factory-built building to the closest appropriate existing connections. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify any contingencies associated with this work. Include the following prices as a minimum:

Electrical
Natural gas or propane

Sewer/wastewater
Water

Skirting

Provide Agency prices for furnishing and installing the materials and services necessary to provide skirting around the factory-built building. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify types available and the cost for each. Include the following prices as a minimum:

Wood skirting Metal skirting

Ventilation and Access Assemblies

Provide Agency prices for furnishing and installing the materials and services necessary to provide ventilation and access assemblies to crawl spaces. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify types available and the cost for each. Include the following prices as a minimum:

On grade Sub grade

Shade Structures

Provide Agency prices for furnishing and installing the materials and services necessary to provide shade structures that are attached to the factory-built building. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify types available and the cost for each. Include the following prices as a minimum:

Wood Metal

Engineering, Design and Drawings

Provide Agency prices for furnishing the engineering, design and drawing services associated with installation of the factory-built building. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify contingencies and the cost for each.

Site Work

Provide Agency prices for furnishing and installing the materials and services necessary to provide site work associated with installation of the factory-built building. Work shall be in accordance with the specifications and

scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify contingencies and the cost for each. Include the following prices as a minimum:

Excavation	In-fill
Concrete sidewalks	Asphalt sidewalks or fire lanes
Other applicable site work services	

Other Work

Provide Agency prices for furnishing and installing the materials and services necessary to provide other work associated with installation of the factory-built building. Work shall be in accordance with applicable codes, rules and regulations. Pricing must be complete, and include all materials and services. Specify contingencies and the cost for each.

Rather than listing prices for all potential “other work,” an index such as Means Cost Data 2001 (or 2002) may be offered. Indicate the name and date of the index. *Indicate any discount off index prices that are applicable to the contract.*

Additional Charges

Indicate any additional charges that might apply under an awarded contract. Provide a description and price for each.

IV. Bid Forms

- A. Bid, Acceptance of Bid and Contract Award
- B. Bid Affidavit Signature Page
- C. Bid Bond
- D. Price List
- E. Questionnaire for Bidders
- F. Acceptance of Terms and Conditions
- G. Bidders Support for Agency Prices
- H. Bidders Checklist

A. *Bid, Acceptance of Bid and Contract Award*

PROJECT: AEPA IFB 002 - Various Goods and Services

**BID
ACCEPTANCE OF BID
and
CONTRACT AWARD**

BID TO BE COMPLETED BY VENDOR

In compliance with the Invitation for Bid, the undersigned warrants that I/we have examined the Instruction to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this INVITATION FOR BID and any written exceptions in the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to the Agency as stated in the evaluation section will be a consideration in making the award.

Company Name _____ Date _____

Company Address _____ City _____ State _____ ZIP _____

Contact Person _____ Title _____

Authorized Signature (ink only) _____ Title _____

ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED ONLY BY AGENCY

Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Invitation for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from the Agency. The parties intend this contract to constitute the final and complete agreement between the Agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue until December 31, 2002, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods ending on December 31, 2003; December 31, 2004; and December 31, 2005.

Agency: _____

Agency Executive _____ Other Authorized Signature _____
Awarded this _____ day of _____, _____ Contract Number _____

(This page will serve as cover sheet for the Bid)

B. Bid Affidavit Signature Page

AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the Agency, or any employee thereof, or any person, firm or corporation under contract with the Agency whereby the bidder, in order to induce the acceptance of the foregoing bid by the Agency, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of Agency, Agency, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.

Authorized Representative (Please print or type)

Mailing Address

Position (Please print or type)

City, State, Zip

By: Signature of Authorized Representative Date

Phone

Fax

Subscribed and sworn to before me this _____ day of _____, 2001.

Notary Public in and for County of _____, State of _____.

My commission expires: _____. Signature: _____.

C. Bid Bonds

SPECIAL BID SECURITY

1. Procurement Codes vary in different states. To meet the most stringent requirement that all competitive sealed bidding have a bid security, a bid bond in the amount of \$10,000 is established for this IFB.
2. Acceptable bid security, which must be provided with the submission of the initial bid, may be provided using a form similar to that of any agency, with the Association of Educational Purchasing Agencies (AEPA) and its members through a Memorandum of Understanding being the Agency of Record.
3. The vendor must agree to keep the basic bid security active with AEPA as long as this contract is in effect with any Agency.
4. The vendor agrees to provide all performance and payment bonds required by an Agency and participating members at the time a contract between the member and the vendor is executed. If the vendor fails to deliver any required performance or payment bond, the bid security with AEPA shall be enforced and the contract with the Agency canceled, and the recommendation made that contracts with all Agencies be canceled.

D. Price Lists

Furniture Bid # AEPA IFB 002-Category A

The undersigned offers and agrees, if this bid be accepted, to furnish the specified brand at the quoted discount percent, excluding shipping and installation, and agrees to make delivery within the delivery dates specified, or as otherwise amended by attachment.

Terms are: ____% discount off catalog list price (indicate any quantity discounts)

Extended Warranty: _____

Shipping Charges: _____

Firm Name: _____

Manufacturer Line: (if applicable) _____

Authorized Signature: _____

Name: (Typed or Printed in Ink) _____

Indicate Furniture Group (Check only one. Submit one page for each group/bracket.)

- 1 Instructional/Classroom Furniture
- 2 Filing and Storage Cabinets
- 3 Furniture Systems, Workstations, Partitions, Walls
- 4 Executive and Administrative Wood Office
- 5 Tables and Accessories
- 6 Fully Upholstered Furniture
- 7 Miscellaneous, including: Cafeteria, Library, Science, Vocational and Computer
- 8 Verify Catalog Attached

Check to which quality bracket this bid applies (check only one; checking more than one group per line will nullify bid)

Premium Mid-range Economy

Include a complete set of manufacturer specifications with each line bid.

PRICE LIST FOR THE FOLLOWING AREAS

Technology Catalog*, Fuel, Industrial Supply Catalog*

Use this form, or duplicate it, to price all equipment, services, supplies, and other commodities you wish to place on contract. If you have a printed price list or catalog, you may attach it after Tab 5.

Description	Retail Price	% Discount	Agency Price

Extended Warranty: _____

Shipping Charges: _____

* Include Electronic Media in protective pouch

Price Page ____ of ____ pages

PRICE LIST FOR (E) Modular Buildings / Portable Classrooms
PRICING FOR WOODEN CLASSROOM
DELIVERY:

Agency requests bid prices to include delivery to its member districts. Since this membership is statewide, it is understandable if this is a larger area than your normal operations allow. Please state below the delivery area included in your bid pricing:

_____.

Charge per mile for delivery outside your stated delivery area: \$_____/mile
 (include all costs such as travel for installation crews, etc.)

Estimated delivery time after receipt of order: _____

BUILDING PRICING:

- 1. 28'x32' Single Modular Classroom without restroom \$_____/ea
- 2. 28'x64' Double Modular Classroom without restroom _____/ea
- 3. 28'x64' Double Modular Classroom/Daycare with restrooms and kitchen _____/ea
- 4. 42'x64' Double Modular Classroom without restroom _____/ea
- 5. 42'x64' Double Modular Classroom/Daycare with restrooms and kitchen _____/ea

OPTION PRICING:

- 1. Handicap Restroom for 28'x32' Single Classroom \$_____/ea
- 2. Handicap Restroom for 28'x64' Double Classroom: _____/ea
- 3. Handicap Restroom for 42'x64' Double Classroom: _____/ea
- 4. 4' x 4' Vinyl Window with Mini-blind: _____/ea
- 5. 6' x 4' Vinyl Window with Mini-blind: _____/ea
- 6. J-Box Raceway, stub up and down: _____/ea
- 7. 2' x 4' Exterior Walls with R-11 vs. 2' x 6' with R-19
 - 28'x32' Single Classroom, Deduct: _____/ea
 - 28'x64' Double Classroom, Deduct: _____/ea
 - 42'x64' Double Classroom, Deduct: _____/ea

Pricing for Wooden Classroom (page 2)

- | | | | |
|-----|---|-------|-----|
| 8. | Delete Exterior GYP Sheathing under Exterior Siding | | |
| | 28'x32' Single Classroom, Deduct: | _____ | /ea |
| | 28'x64' Double Classroom, Deduct: | _____ | /ea |
| | 42'x64' Double Classroom, Deduct: | _____ | /ea |
| 9. | 5/8" Vinyl Wrap Sheet rock vs. 5/8" Interior Sheet rock and 1/2" Tack board | | |
| | 28'x32' Single Classroom, Deduct: | _____ | /ea |
| | 28'x64' Double Classroom, Deduct: | _____ | /ea |
| | 42'x64' Double Classroom, Deduct: | _____ | /ea |
| 10. | 2'x4'x7' Plastic Laminate Teacher's Cabinet: | _____ | /ea |
| 11. | 8' Student Coat Rack with 12" Shelf: | _____ | /ea |
| 12. | 8'x4' White Board with Chalk Tray: | _____ | /ea |
| 13. | Duplex Receptacle: | _____ | /ea |
| 14. | Meterbase: | _____ | /ea |
| 15. | 5' Base Cabinet with Sink: | _____ | /ea |
| 16. | Interior Hollow Core Door with Passage: | _____ | /ea |
| 17. | ADA Hi-Lo Drinking Fountain: | _____ | /ea |
| 18. | Add: 6" Overhang to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 19. | Add: 12" Overhang to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 20. | Add: 18" Overhang to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 21. | Add Gutters with PVC Downspouts to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 22. | Add for 50 pound Roof Load to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 23. | Add 28 oz Nylon Carpet with Base, Installed to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |

Pricing for Wooden Classroom (page 3)

24. Upgrade Plenum wall to meet NC-35 Noise Requirement (price/wall) _____/ea
25. Blocking between base pads of foundation:
- | | | |
|--------------------------|-------|-----|
| 28'x32' Single Classroom | _____ | /ea |
| 28'x64' Double Classroom | _____ | /ea |
| 42'x64' Double Classroom | _____ | /ea |

NOTE: If option is included in the price of the base building, write *incl.* in pricing area. If option is not available to the building you are bidding, write *n/a* in the pricing area. If there are additional options you would like to add, please enclose under separate cover.

Complete factory building specifications MUST BE included with your bid.

PRICING FOR METAL CLASSROOM DELIVERY:

Agency requests bid prices to include delivery to its member districts. Since this membership is statewide, it is understandable if this is a larger area than your normal operations allow. Please state below the delivery area included in your bid pricing:

_____.

Charge per mile for delivery outside your stated delivery area: \$_____/mile
(include all costs such as travel for installation crews, etc.)

Estimated delivery time after receipt of order: _____

BUILDING PRICING:

- 1. 28'x32' Single Modular Classroom without restroom \$_____/ea
- 2. 28'x64' Double Modular Classroom without restroom _____/ea
- 3. 28'x64' Double Modular Classroom/Daycare with restrooms and kitchen _____/ea
- 4. 42'x64' Double Modular Classroom without restroom _____/ea
- 5. 42'x64' Double Modular Classroom/Daycare with restrooms and kitchen _____/ea

(See attached drawings for floor plans.)

OPTION PRICING:

- 1. Handicap Restroom for 28'x32' Single Classroom: _____/ea
- 2. Handicap Restroom for 28'x64' Double Classroom: _____/ea
- 3. Handicap Restroom for 42'x64' Double Classroom: _____/ea
- 4. 4' x 4' Vinyl Window with Mini-blind: _____/ea
- 5. 6' x 4' Vinyl Window with Mini-blind: _____/ea
- 6. J-Box Raceway, stub up and down: _____/ea
- 7. 2' x 4' Exterior Walls with R-11 vs. 2' x 6' with R-19
 - 28'x32' Single Classroom, Deduct: _____/ea
 - 28'x64' Double Classroom, Deduct: _____/ea
 - 42'x64' Double Classroom, Deduct: _____/ea

Pricing for Metal Classroom (page 2)

- | | | | |
|-----|---|-------|-----|
| 8. | Delete Exterior GYP Sheathing under Exterior Siding | | |
| | 28'x32' Single Classroom, Deduct: | _____ | /ea |
| | 28'x64' Double Classroom, Deduct: | _____ | /ea |
| | 42'x64' Double Classroom, Deduct: | _____ | /ea |
| 9. | 5/8" Vinyl Wrap Sheet rock vs. 5/8" Interior Sheet rock and 1/2" Tack board | | |
| | 28'x32' Single Classroom, Deduct: | _____ | /ea |
| | 28'x64' Double Classroom, Deduct: | _____ | /ea |
| | 42'x64' Double Classroom, Deduct: | _____ | /ea |
| 10. | 2'x4'x7' Plastic Laminate Teacher's Cabinet: | _____ | /ea |
| 11. | 8' Student Coat Rack with 12" Shelf: | _____ | /ea |
| 12. | 8'x4' White Board with Chalk Tray: | _____ | /ea |
| 13. | Duplex Receptacle: | _____ | /ea |
| 14. | Meterbase: | _____ | /ea |
| 15. | 5' Base Cabinet with Sink: | _____ | /ea |
| 16. | Interior Hollow Core Door with Passage: | _____ | /ea |
| 17. | ADA Hi-Lo Drinking Fountain: | _____ | /ea |
| 18. | Add: 6" Overhang to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 19. | Add: 12" Overhang to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 20. | Add: 18" Overhang to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 21. | Add Gutters with PVC Downspouts to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |
| 22. | Add for 50 pound Roof Load to: | | |
| | 28'x32' Single Classroom | _____ | /ea |
| | 28'x64' Double Classroom | _____ | /ea |
| | 42'x64' Double Classroom | _____ | /ea |

Pricing for Metal Classroom (page 3)

24. Add 28 oz Nylon Carpet with Base, Installed to:
- | | | |
|--------------------------|-------|-----|
| 28'x32' Single Classroom | _____ | /ea |
| 28'x64' Double Classroom | _____ | /ea |
| 42'x64' Double Classroom | _____ | /ea |
24. Upgrade Plenum wall to meet NC-35 Noise Requirement (price/wall) _____/ea
25. Blocking between base pads of foundation:
- | | | |
|--------------------------|-------|-----|
| 28'x32' Single Classroom | _____ | /ea |
| 28'x64' Double Classroom | _____ | /ea |
| 42'x64' Double Classroom | _____ | /ea |

NOTE: If option is included in the price of the base building, write *incl.* in pricing area. If option is not available to the building you are bidding, write *n/a* in the pricing area. If there are additional options you would like to add, please enclose under separate cover.

Complete factory building specifications MUST BE included with your bid.

E. Questionnaire for Bidders

Company Name _____

Circle Answers where appropriate

1. For products on your price list, is shipping/handling (S/H) included in the price? **YES** **NO**

If Prepaid and Add (PP & A), estimate S/H on purchases _____

2. Describe your return policy? _____

What is your restock fee, if any? (Not to exceed 15%) _____

3. Will you offer Agency a quick pay discount? **YES** **NO**

If YES, what is the discount? _____ Number of days? _____

**THE ITEMS BELOW THIS BOX ARE TO BE COMPLETED AFTER AWARD
RESPONSES WILL VARY AGENCY BY AGENCY**

4. If applicable, list any Contractor's licenses held by your company.

Name of Licensee	Classification	Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Where should Agency mail orders?

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Telephone (to verify prices) _____ FAX _____

6. If you want Agency to send purchase orders by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

7. Where do you want payments sent?

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Telephone (invoice questions) _____ FAX _____

8. If you want Agency to send payments by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

9. Additional contacts for Agency.

Agency Representative _____

Telephone _____ FAX _____

Contact for IFB/Contract _____

Telephone _____ FAX _____

10. Sales Support by Region

<u>Name</u>	<u>Region Served</u>	<u>Telephone</u>

F. Acceptance of Terms and Conditions

1. General Terms and Conditions

I accept the General Terms and Conditions on pages 11 to 21 of this IFB, except as listed below.

Printed Name and Title

Signature (should match cover signature)

2. State/Agency Terms and Conditions

I accept the State/Agency Terms and Conditions on pages 22 to 57 of this IFB, except as listed below.

Signature (should match cover signature)

3. Special Categorical Terms and Conditions and Specifications

*I accept the additional Terms and Conditions for category (circle one) **A B C D E** except as listed below.*

Signature (should match cover signature)

G. Bidders Support for AEPA/Agency Prices

The Association of Educational Purchasing Agencies (AEPA) is a school procurement vehicle established through a Memorandum of Understanding. Currently Agencies in eighteen states have joined together to issue a simultaneous IFB. The procurement activities of AEPA, therefore, are limited to document preparation and distribution to participating Agencies. There is no cost or fee paid by the Agency to support AEPA.

There are many reasons school districts use AEPA initiated contracts. Because each of our contracts is based on a sealed bid, members are exempt from having to issue their own solicitation. This saves them a great amount of time, and a large amount of money. In addition, because each vendor agrees that the price charged through an AEPA contract will be among the lowest that vendor will offer, the Agency and its members knows that issuing its own solicitation will not necessarily reduce the cost of the procurement. Finally, the service and convenience of processing orders through one Agency simplifies the procurement process. Rather than having to issue a dozen purchase orders, for example, a member may issue one to the Agency in their state. If problems occur, the member has the assistance of the Agency and possible Agencies in other states in reaching a satisfactory solution.

A vendor receives many of the same benefits as an AEPA participant. Rather than having to respond to dozens of individual IFB's (which is a big cost of doing business), a response through AEPA opens the door to procurement units serving over 12,000,000 students. The vendor also often has the Agency service in collection (some public entities are slow in processing payments). If problems develop, the vendor has the mediation service of Agency to settle difficulties.

Purchase orders from members are processed in many ways through the Agency. Specific methods of each Agency processing paper work is outlined in the Agency Terms and Conditions section of this IFB.

Because we ask members pay a fee for the administration of the Agency, we also expect vendors, who are awarded contracts, to provide an incentive to the members to use an AEPA contract. If a vendor will sell a product to a member for the same price as on our contract, the member, in effect, is paying more when it purchases through the Agency. On large purchases the convenience of not having to issue a solicitation may be overshadowed by the amount of the administration fee.

Therefore, we request that each vendor offer prices on AEPA contracts lower than the price they bid to individual members or Agencies that purchase directly, or that might issue a local solicitation. We ask this as a commitment of partnership between AEPA (and its Agencies) and the vendor. We want members to understand that when using an AEPA vendor, they are not only satisfying the procurement code, but are truly reducing the costs of education.

Please indicate the level of support you will bid on this contract. Check only one box

Prices will be **no different** from what we ordinarily offer to public educational institutions.

Prices will be the **indicated percent lower** than we ordinarily offer to public educational institutions

Two percent (2%) Three percent (3%) Four percent (4%)

Five percent (5%) Ten percent (10%) Other _____

Signature (must match signature on cover sheet)

Title

H. Bidders Check List

In order for the AGENCY to clearly understand the bid being presented by the bidder, a complete response to this IFB must contain the following:

It is suggested that the vendor preparing a response check off each required item as it is completed.

- _____ 1. The signed Bid and Contract Award (MUST BE ORIGINAL INK SIGNATURE)
- _____ 2. The signed Affidavit Signature Page (Notarized)
- _____ 3. Stockholders Report **OR** point-by-point response for the five items under Vendor Qualifications
- _____ 4. Signed Acceptance Form and a list of any exemptions or modifications of General Terms and Conditions
- _____ 5. Signed Acceptance Form and a list of any exemptions or modifications of Agency Terms and Conditions,
- _____ 6. Signed Acceptance Form and a list of any exemptions or modifications of Categorical Special Terms and Conditions,
- _____ 7. Price List of the Equipment/Services Bid
- _____ 8. All Miscellaneous Forms that Apply
- _____ 9. Appendix with Catalogs, Slicks, Model Information, etc.
- _____ 10. Bidder's Support for AEPA/Agency Prices
- _____ 11. Bid Surety Bond
- _____ 12. Questionnaire for Bidder

THE FOLLOWING ITEMS ARE PROVIDED AFTER THE AWARD IS COMPLETED

- _____ 12. Duplicate Copies of Bid for all Agencies
- _____ 13. Copies of all Licenses
- _____ 14. Certificate of Insurance

Signature